

**PINNACLE LIGHTNING PROTECTION, LLC  
DBA WEATHER GUARD LIGHTNING TECH  
PURCHASE ORDER TERMS AND CONDITIONS**

**Each Purchase Order placed by Buyer for goods and/or services is subject to these standard purchase terms and the terms of the applicable Purchase Order and is conditional upon Seller's agreement to such terms. Seller shall be deemed to have agreed to be bound by such terms by accepting the Purchase Order, delivering the goods, and/or performing the services.**

1. **Definitions.** In these Standard Purchase Terms, the following definitions apply:
  - a. "Agreement" means the agreement between Seller and Buyer for the purchase and sale of Goods and/or Services.
  - b. "Buyer" means Pinnacle Lightning Protection, LLC dba Weather Guard Lightning Tech.
  - c. "Certificate of Conformance" means a certificate signed by the Seller stating the Goods and material comply with the requirements of Buyer's Purchase Order and drawing (when applicable).
  - d. "Deliverable" means any deliverable, Goods or other product or result from Services that is referred to in a Purchase Order, and any related materials, data, documentation, and Intellectual Property Rights developed by Seller pursuant to such Purchase Order.
  - e. "Delivery Date" means the date of delivery for Goods or performance of Services as specified in a Purchase Order.
  - f. "Delivery Point" means the location identified by Buyer in the Purchase Order to which the Seller is to deliver Goods and/or perform the services, or such other delivery area or point which is specified in writing by Buyer.
  - g. "Goods" means the goods that are required to be delivered by Seller pursuant to a Purchase Order, and include all materials, component parts, packaging and labelling of such goods.
  - h. "Inspection Period" means thirty (30) days following the delivery of the Goods at the Delivery Point or performance of the Services to undertake.
  - i. "Intellectual Property Rights" means all intellectual and industrial property rights and rights of a similar nature including all rights in and to, patents including all issued patents and pending applications therefore and patents which may be issued therefrom (including divisions, reissues, re-examinations, continuations and continuations-in-part); trade-marks; copyrights; industrial design rights; rights pertaining to trade secrets and confidential information; publicity rights; personality rights; moral rights; and other intellectual property rights whether registered or not and all applications, registrations, renewals and extensions pertaining to the foregoing.

- j. “Purchase Order” means the purchase order between Buyer and Seller for the purchase and sale of Goods and/or Services, to which these Standard Purchase Terms are attached or are incorporated by reference.
  - k. “Services” means any services to be provided by Seller to Buyer pursuant to a Purchase Order.
  - l. “Specifications” means the requirements, attributes and specifications for the Goods or Services that are set out in the applicable Purchase Order.
  - m. “Seller” means the party indicated on the face page of the Purchase Order that is contracting with Buyer for the purchase and sale of Goods and/or Services.
  - n. “Seller Proposal” means any acknowledgement, estimate, quote, offer to sell, invoice, or proposal of Seller relating to the supply of Goods and/or Services to Buyer, including any delivered in connection with a request for quotations, request for proposal or similar process initiated by Buyer.
  - o. “Warranty Period” means in respect of any Goods or Services, the longer of: (i) the express written warranty period provided by Seller for the Goods or Services; and (ii) the period commencing on the date of Acceptance of such Goods or Services and ending on the date that is one (1) year from that date.
2. **Agreement.** This Agreement consists only of: (a) these Standard Purchase Terms; (b) the applicable Purchase Order; and (c) any Specifications or other documents expressly referenced in the Purchase Order. Any reference in the Purchase Order to any Seller Proposal is solely for the purpose of incorporating the descriptions and specifications of the Goods and/or Services contained in the Proposal, and only to the extent that the terms of the Seller Proposal do not conflict with the descriptions and Specifications set out in the Purchase Order. Buyer’s acceptance of, or payment for, Goods and/or Services will not constitute Buyer’s acceptance of any additional or different terms in any Seller Proposal, unless otherwise accepted in writing by Buyer. If there is any conflict or inconsistency between the documents constituting the Agreement, then unless otherwise expressly provided, the documents will rank in the order of precedence in accordance with the order in which they are listed in this Section 2.

### 3. **Delivery of Goods and Services; Change Orders**

- a. Seller agrees to supply and deliver the Goods to Buyer and to perform the Services, as applicable, on the terms set out in this Agreement.
- b. All material delivered must be accompanied by a signed Certificate of Conformance. If not provided upon receipt, the invoice may be aged for payment based on final date of certifications received.
- c. Seller shall, at its own expense, pack, load, and deliver Goods to the Delivery Point and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of the Purchase Order or otherwise provided to Seller by Buyer in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the applicable Purchase Order or otherwise agreed to in writing by Buyer.

- d. Time is of the essence with respect to delivery of the Goods and performance of Services. Goods shall be delivered and Services performed by the applicable Delivery Date. Seller must immediately notify Buyer if Seller is likely to be unable to meet a Delivery Date.
  - e. Buyer may, at any time, in writing make changes to a Purchase Order (“**Change Order**”). If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted (“**Adjustment**”) and the Purchase Order so modified. Seller shall submit to Buyer any claim for Adjustment within seven (7) days following receipt of the Buyer’s written Change Order. Failure of the parties to agree to an Adjustment shall be considered a dispute under the Disputes clause hereof; however pending resolution of any dispute, the Seller shall immediately proceed with the work as changed.
  - f. Seller shall not make any changes to the Specifications of any other terms and conditions of the Purchase Order, except pursuant to a written Change Order signed by Buyer and Seller.
4. **Seller Maintenance of Records.** Seller must maintain the proper identification and revision status of specifications, drawings, process, requirements, inspection/verification instructions, and other relevant technical data. The latest revision of the specification or drawing is to be used in manufacture and inspection, unless specific written instruction requesting a previous revision is specified. Seller shall maintain records associated with the Purchase Order for a period of no less than 10 years.
5. **QMS Compliance.** Seller is required to maintain compliance to a Quality Management System standard and notify Buyer of changes to certification status. (i.e. ISO9001, AS9100, AS9120, etc.) Seller is required to notify Buyer of major changes to its operations, such as a change in manufacturing location, company name changes, changes in ownership, or significant changes to its quality management system that could affect the purchased product or service.
6. **Approved Vendors.** Buyer maintains an Approved Vendors List (AVL) for vendors who are deemed qualified by Buyer as determined by audit results and subject to continuing performance measurements based on both conformance to requirements and delivery performance. Late shipments or the shipment of discrepant material will affect a Seller's approval rating and can cause disqualification. Buyer will not approve vendors that are debarred from doing business with the US Government or are listed on the US Department of State list of debarred persons / entities.
7. **Access Rights.** Seller shall permit the Buyer and relevant regulatory authorities such as the FAA or EASA reasonable access to inspect its quality system, facilities, technical data, and any manufactured articles and witness any tests, including any inspections or tests at the Seller’s suppliers facilities, necessary to determine compliance with applicable regulations.
8. **Termination for No Cause.** At any time prior to the Delivery Date, Buyer may, upon written notice (including facsimile and electronic mail systems) to Seller, cancel this Purchase Order, or any portion thereof, for any reason, including, without limitation, for

the convenience of Buyer or due to failure of Seller to comply with this Agreement, unless otherwise noted. Buyer retains and shall be entitled to all rights available to it at law and in equity, including Buyer's rights to title and possession of goods for which it has paid. Seller shall be reimbursed for actual, reasonable, substantiated and allowable costs, plus a reasonable profit for work performed to date of termination. Seller shall not be paid for any work performed or costs incurred that reasonably could have been avoided. Buyer may take immediate possession of all work performed upon notice of termination. Seller agrees that it will not include in any claim submitted hereunder any direct cost of engineering and/or development or any cost for special tooling unless specifically ordered by Buyer. Seller's obligations under the warranty and confidentiality provisions of this Agreement shall survive such termination.

9. **Termination for Cause.** Buyer may, by written notice (including facsimile and electronic mail systems) of default to Seller, terminate this Purchase Order, in whole or in part, for cause, in any one of the following circumstances: (i) if Seller fails to deliver the goods and/or perform the services within the time specified herein (or such longer period as Buyer may authorize in writing); or (ii) Seller fails to perform any of the provisions of this Agreement and/or Purchase Order or fails to make progress thus endangering performance of this Purchase Order in accordance with its terms and in either of these two circumstances set forth in this sub-section (ii) does not cure such failure within a period of five (5) calendar days (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure; or (iii) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or (iv) if Seller fails to provide written assurance of due performance, within a reasonable time after demand by Buyer.

If this Purchase Order is terminated for cause, Buyer may procure or otherwise obtain, in the terms and manner as Buyer deems appropriate, goods and/or services similar to those terminated. Seller shall be liable to Buyer for any excess costs of similar goods and/or services along with additional administrative costs tied to such re-procurement efforts. Buyer, in addition to any other rights and remedies provided at law, in equity or under this Agreement, may require Seller to transfer title and deliver to Buyer, in the manner and to the extent directed by Buyer, (i) any completed goods, and (ii) such partially completed goods and any materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information and contract rights that Seller has produced or acquired for the performance of the terminated part of this Agreement and/or the Purchase Order.

10. **Shipment; Inspection; Acceptance and Rejection.**

- a. Seller shall not ship under reservation.
- b. Seller shall supply a proper Bill of Lading signed by carrier or any other legal applicable documents providing title to the goods to the Buyer upon delivery, fully protecting all parties in case of damages in transit. All costs incurred due to improper packaging will be borne by the Seller.
- c. Title and risk of loss or damage shall pass to Buyer upon receipt of Goods at the Delivery Point, unless otherwise agreed to by the Buyer in writing. Buyer has no

obligation to obtain insurance while Goods are in transit from Seller to the Delivery Point.

- d. All shipments of Goods and performance of Services shall be subject to Buyer's right of inspection within the Inspection Period, and upon such inspection Buyer shall either accept the Goods or Services ("Acceptance") or reject them. Buyer shall have the right to reject any Goods that are delivered in excess of the quantity ordered or are damaged or defective. In addition, Buyer shall have the right to reject any Goods or Services that are not in conformance with the Specifications or any term of this Agreement. Transfer of title to Buyer of Goods shall not constitute Buyer's Acceptance of those Goods. Buyer shall provide Seller within the Inspection Period notice of any Goods or Services that are rejected, together with the reasons for such rejection. If Buyer does not provide Seller with any notice of rejection within the Inspection Period, then Buyer will be deemed to have provided Acceptance of such Goods or Services. Buyer's inspection, testing, or Acceptance or use of the Goods or Services hereunder shall not limit or otherwise affect Seller's warranty obligations hereunder with respect to the Goods or Services, and such warranties shall survive inspection, test, Acceptance and use of the Goods or Services.
- e. Buyer shall be entitled to return rejected Goods to Seller at Seller's expense and risk of loss for, at Buyer's option, either: (i) full credit or refund of all amounts paid by Buyer to Seller for the rejected Goods; or (ii) replacement Goods to be received within the time period specified by Buyer. Title to rejected Goods that are returned to Seller shall transfer to Seller upon such delivery and such Goods shall not be replaced by Seller except upon written instructions from Buyer. Seller shall not deliver Goods that were previously rejected on grounds of non-compliance with this Agreement, unless delivery of such Goods is approved in advance by Buyer and is accompanied by a written disclosure of Buyer's prior rejection(s).

- 11. **Price/Payment Terms.** Payment terms and Prices for the Goods and/or Services will be set out in the Purchase Order. Price increases or charges not expressly set out in the Purchase Order shall not be effective unless agreed to in advance in writing by Buyer. Seller will issue all invoices on a timely basis. All invoices delivered by Seller must meet Buyer's requirements, and at a minimum shall reference the applicable Purchase Order. Buyer will pay the undisputed portion of properly rendered. Buyer shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this Agreement nor shall any interest be charged on such amounts.
- 12. **Taxes.** Unless otherwise stated in a Purchase Order, all prices or other payments stated in the Purchase Order are exclusive of any taxes. Seller shall separately itemize all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s). Buyer will pay all applicable taxes to Seller when the applicable invoice is due or remit all applicable taxes to the applicable government authority as required by applicable laws.
- 13. **Warranties.**

- a. **Product Warranties.** Seller warrants to Buyer that during the Goods Warranty Period all Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) unless otherwise agreed to by Buyer, new; (iv) free from defects in design, material and workmanship; (v) in strict compliance with the Specifications; (vi) free from any liens or encumbrances on title whatsoever; (vii) in conformance with any samples provided to Buyer; and (viii) compliant with all applicable federal, provincial, and municipal laws, regulations, standards, and codes.
- b. **Service Warranties.** Seller shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provided providing services under the same or similar circumstances as the Services under this Agreement; (ii) in accordance with all Specifications and all Buyer policies, guidelines, by-laws and codes of conduct applicable to Seller; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. Buyer may object to any of the Seller's personnel engaged in the performance of Services who, in the reasonable opinion of Buyer, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Seller shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of Buyer.
- c. **Intellectual Property Warranty.** Seller further warrants to Buyer that at all times all Goods and or Services (including any Deliverables) will not be in violation of or infringe any Intellectual Property Rights of any person.
- d. **Manufacturer Warranties.** Seller shall assign to Buyer all manufacturer's warranties for Goods not manufactured by or for Seller and shall take all necessary steps as required by such third-party manufacturers to effect assignment of such warranties to Buyer.

#### 14. Warranty Remedies.

- a. In the event of breach of any of the warranties, and without prejudice to any other right or remedy available to Buyer (including Buyer's indemnification rights hereunder), Seller will, at Buyer's option and Seller's expense, refund the purchase price for, or correct or replace the affected Goods, or re-perform the affected Services, within 10 day(s) after notice by Buyer to Seller of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Goods and/or Services, transport the Goods from Buyer to Seller, and return shipment to Buyer, and costs resulting from supply chain interruptions, will be borne by Seller. If Goods are corrected or replaced or Services are re-performed, the warranties will continue as to the corrected or replaced Goods for a further Goods Warranty Period commencing on the date of Acceptance of the corrected or replaced Goods by Buyer. If Seller fails to repair or replace the Product within the time periods required above, Buyer may repair or replace the Goods at Seller's expense.

- b. In the event that any Goods provided by Seller to Buyer are subject to a claim or allegation of infringement of Intellectual Property Rights of a third party, Seller shall, at its own option and expense, without prejudice to any other right or remedy of Buyer (including Buyer's indemnification rights hereunder), promptly provide Buyer with a commercially reasonable alternative, including the procurement for Buyer of the right to continue using the Goods in question, the replacement of such Goods with a non-infringing alternative satisfactory to Buyer, or the modification of such Goods (without affecting functionality) to render them non-infringing.
15. **Intellectual Property Rights.** All Intellectual Property Rights in and to each Deliverable shall vest in Buyer free and clear of all liens and encumbrances on receipt of payment by Seller for each Deliverable. To the extent that any Deliverables contain any intellectual property of Seller, Seller hereby grants to Buyer a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the Deliverables. Seller agrees to provide to Buyer all assistance reasonably requested by Buyer to perfect the rights described herein, including obtaining all assignments and waivers of moral rights necessary or appropriate to vest the entire right, title and interest in such materials in Buyer and its successors and assigns.
16. **Confidentiality.** Seller shall safeguard and keep confidential any and all information relating to Buyer obtained by it or provided to it by Buyer in connection with this Agreement and shall use such information only for the purposes of carrying out its obligations under this Agreement.
17. **Insurance.** Seller represents and warrants to Buyer that it has in place with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent Seller of goods and services similar to the Goods and Services provided hereunder, including, as applicable, professional errors and omissions liability insurance and comprehensive commercial general liability insurance (including product liability coverage, all-risk contractors' equipment insurance, and automobile liability insurance).
18. **Indemnities.** Seller shall indemnify, defend and hold harmless Buyer, its Affiliates, and their respective officers, directors, employees, consultants, and agents (the "**Buyer Indemnified Parties**") from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities brought against or incurred by the Buyer Indemnified Parties or any of them arising out of: (a) death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the Goods or Services, or from the failure of the Goods or Services to comply with the warranties hereunder; (b) any claim that the Goods or Services infringe or violate the Intellectual Property Rights or other rights of any person; (c) any intentional, wrongful or negligent act or omission of Seller or any of its Affiliates or subcontractors; (d) Seller's breach of any of its obligations under this Agreement; or (e) any liens or encumbrances relating to any Goods or Services.
19. **Limitation of Liability.** **EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND EXCEPT FOR DAMAGES THAT ARE THE RESULT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR**

**PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, DATA, GOODWILL, OR BUSINESS OPPORTUNITY FOR ANY MATTER RELATING TO THIS AGREEMENT.**

20. **Further Assurances.** The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.
21. **Severability.** If any provision of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.
22. **Waiver.** No waiver of any provision of this Agreement shall be enforceable against that party unless it is in writing and signed by that party. Failure of Buyer to enforce any right hereunder shall not constitute a waiver of such right or any other rights hereunder
23. **Assignment.** Seller may not assign any interest in, delegate or subcontract this Agreement, in whole or in part, without Buyer's prior written consent. Seller's permitted assignment or subcontracting of this Agreement or any part thereof will not release Seller of its obligations under this Agreement, and it will remain jointly and severally liable with the assignee or subcontractor for any obligations assigned or subcontracted. The acts of omissions of any subcontractors of Seller will be deemed to be the acts and omissions of the Seller. Buyer may assign this Agreement, in whole or in part, to any Affiliate of Buyer, without the consent of Seller.
24. **Cumulative Remedies.** The rights and remedies of the Buyer in this Agreement are cumulative and in addition to any other rights and remedies at law or in equity.
25. **Survival.** Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or completion of the Agreement will continue in full force and effect after any termination, expiry or completion of this Agreement.
26. **Interpretation.** The headings used in this Agreement and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation. Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders. References in this Agreement to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this Agreement. Where this Agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."
27. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The parties irrevocably attorn to the jurisdiction of the courts of Massachusetts, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.
28. **Successors.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal personal representatives, heirs, executors, administrators, assigns or successors.



29. **Disputes.** Any controversy or claim arising out of or relating to this Agreement and/or Purchase Order, or the breach thereof, which cannot be resolved by the parties through negotiations within thirty (30) calendar days or such longer period of time as mutually agreed by the parties, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The place of the arbitration shall be in Massachusetts U.S.A. and the language shall be English. Any party who fails or refuses to submit to arbitration within fourteen (14) days following a demand by the other party shall bear all costs and expenses, including attorneys' fees, incurred by such other party in compelling arbitration. The arbitration will be decided by a single arbitrator. The arbitrator will decide any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication and may grant any remedy or relief that a court could order or grant on similar motions.
30. **Addendum.** Any Addendum attached hereto containing additional terms and conditions shall be incorporated herein.

## ADDENDUM

1. Seller must notify Buyer of any non-conforming processes, products or services and Buyer must give approval if the recommended disposition is “Repair and Accept As Is”.
  - a. The Buyer shall determine if acceptance of the nonconformity constitutes a major or minor design change to the FAA-approved data.
  - b. Articles dispositioned as ‘Scrap’ shall be mutilated beyond the possibility of salvage to prevent re-use.
  - c. Nonconforming and unapproved articles shall be segregated from approved articles.
2. Buyer reserves the right to designate requirements for first article reports or tests, specimens, design approval, inspection/verification sampling, statistical techniques, and/or key characteristics. Additional requirements above and beyond the normal deliverable items will be specified on the Purchase Order.
3. Seller is required to take all reasonable measures to prevent delivery of counterfeit parts or material to the Buyer. Contact Buyer for any questions related to counterfeit material prevention and control.
4. Seller must flow applicable requirements, including key characteristics and customer requirements, down to secondary level suppliers and subcontractors as necessary for compliance to requirements.
5. Seller is expected to act ethically, honestly, and with the highest standard of personal integrity at all times in the performance of work, product / service conformity and product safety.
6. No rights in any plans, drawings, or other data furnished by the Buyer or derived there from shall pass to the Seller in fulfillment of the order or be released to third parties without the written consent of the Buyer. To the extent that the items ordered are manufactured to designs not originated by Buyer, Seller guarantees that the sale and/or use of such items delivered hereunder will not infringe any United States or foreign patents. Seller agrees to indemnify and save Buyer harmless from any expense, loss, cost, damage or liability that may be incurred on account of infringement or alleged infringement of patent rights against the Buyer.

**ADDENDUM**  
**FOR PMA LEVEL SUPPLIERS**

1. Language. All information exchanged, including all working documents, such as technical and quality data, shall be in English.
2. Frozen Process. The Seller shall provide the Buyer with the process traveler/instructions for and shall restrict the process from revision. Any revisions to the manufacturing process shall be submitted to the Buyer prior to implementation and the Buyer shall determine the significance of the change and its effect on the PMA approval.
3. Material Traceability. The Seller agrees to perform receiving inspection on all materials used on PMA articles, and identify the materials by serial, lot, or batch number at all times. Documentation to prove traceability to the material manufacturer lot/batch shall be provided by the Seller on all deliveries.
4. Handling, Storage, and Packaging. The Seller shall provide adequate protection of articles throughout manufacturing process and during shipment to prevent unintended damage or loss.
5. Calibration. All tools used to measure articles for the purpose of determining if the articles meet design shall be calibrated with traceability to NIST or equivalent standard.
6. Corrective Action. The Seller understands that they are acting under the Buyer's FAA Production Approval Holder quality system and agrees to implement corrective actions on deficiencies when requested by Buyer.
7. Quality Escapes. Seller shall notify the Buyer within 48 hours if it is determined or suspected that an article has been released to the Buyer that does not conform to the design requirements.
8. Personnel Competence. The Seller shall ensure that Production and Inspection staff are competent to perform tasks based on qualifications, education, training, skills, and experience. Seller is required to ensure that their personnel are trained to the requirements of the drawings, standards and Purchase Order requirements supplied by Buyer.
9. Subcontracting. These terms and conditions shall flow down to the Seller's subcontractors at every tier.