



Standard Terms and Conditions of Purchase

1. Supplier's (i) full or partial performance under, or indication thereof, or (ii) acknowledgement represents acceptance of the Purchase Order and all Terms and Conditions contained herein. Any terms and conditions proposed in Supplier's acceptance or in any acknowledgment, invoice, or other form of Supplier that add to, vary from, or conflict with the terms herein are hereby rejected. If the Order is an acceptance of a prior offer by Supplier, such acceptance is limited to the express terms set forth in the Order.
2. As a supplier to Tempo Aerospace, it is understood that your organization agrees to meet the following AS9100 stipulations/requirements. These requirements are to be considered Terms and Conditions to all purchase orders received. Any changes to these terms and conditions will be stated on the purchase order.
3. Tempo Aerospace reserves the right to review and approve the Suppliers Quality Management System (QMS). Standard QMS requirements include:
 - 3.1. The supplier must use Tempo's approved source materials. No substitutions shall be made unless expressly approved in writing by Tempo. Substitutions include but are not limited to alternative source manufacturing plants, alternate manufacture and/or brand.
 - 3.2. Tempo directed sources must comply with approved specifications and standards.
 - 3.3. Suppliers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, etc.) must notify Tempo of any changes to that certification.
 - 3.4. Suppliers must have valid Quality Management System.
4. All special processes required by a purchase order are performed by qualified personnel.
5. Tempo has right of access by our representatives, our customers, any regulatory authorities to the applicable areas of all the facilities, at any level of the supply chain involved in the order, and to all applicable records.
6. All suppliers providing calibration services must identify standards used and must be traceable to National or International Standards or approved in writing by Tempo. Supplier shall affix a sticker to the calibrated equipment containing Tempo's asset ID, date of calibration and the renewal date. Records shall be retained in accordance with article 9 of TAP-PU-002
7. The supplier shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data. Any change in source manufacturing plants must be approved by Tempo Aerospace.
8. Tempo reserves the right to approve or specify any designs, test, inspection plans, verification, use of statistical techniques for product acceptance, and any applicable critical items, including key characteristics.
9. The supplier is required to retain all records associated with our purchase order, for **10 years** minimum. Retain samples of perishable products must be retained for the duration of their useful shelf-life.
10. The supplier is required to:
 - 10.1. Notify our organization of nonconforming product immediately upon discovery.
 - 10.2. Obtain Tempo's approval for nonconforming product disposition.
 - 10.3. Notify Tempo of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations.
 - 10.4. FLOW DOWN REQUIREMENTS. The supplier is responsible for flow down of all applicable purchase order requirements to their sub-tier sources. Tempo reserves the right to assure customer contractual requirements are adhered to and are adequately flowed down to approved sub-tier sources. This includes but is not limited to key characteristics and specifications with applicable revision issues and right of access to Tempo, the Buyer's customers, and/or any regulatory authorities to its sub-tier

- supplier facilities. If the issued PO contains standards that are in conflict with the current available product the supplier must notify Tempo for resolution prior to processing the Purchase Order.
- 10.5. Conflict Minerals. Supply materials to Tempo that are "Conflict-Free" meaning that they do not directly or indirectly finance armed groups through mining or mineral trading in the Democratic Republic of Congo, adjoining countries and other high risk areas. Notify Tempo immediately upon discovery of any Conflict Minerals in their supply chain that may have been sold to Tempo.
 - 10.6. Child Labour. Conform to local laws and ensure alignment with TAP-PU-007 Child Labour Policy.
 - 10.7. Commercial Sex Acts. Under no circumstances shall a supplier provide Commercial Sex Acts or the offer or promise at a later date while doing business with Tempo Aerospace Inc.
 - 10.8. Discrimination. Suppliers should maintain a discrimination free environment including before hiring, on the job, upon leaving based on race and/or colour, sex, religion, political opinion, national extraction, age, HIV/AIDS status, disability, nationality, sexual orientation, workers with family responsibilities, and trade union membership or activities.
 - 10.9. PFAS. Addressing inquiries from customers in the US, EU, and the UK, Tempo Aerospace has undertaken an assessment of our existing raw materials and finished goods. Tempo Aerospace does not permit products containing PFAS. Suppliers are to notify us in writing if they use PFAS in their manufacturing process. Suppliers confirm to have undertaken reviews of their upstream supply chain to ascertain use of PFAS materials by their direct and indirect suppliers.
 - 10.10. For Ethical Behavior, refer to Supplier Code of Conduct TAP-PU-004
 11. When Tempo or its customer intends to perform verification at the supplier's premises, Tempo will first state the intended verification arrangements and the method of product release or service commencement/completion. This information will be communicated on the Tempo Purchase Order or via another acceptable purchasing arrangement.
 12. To prevent the purchase of counterfeit or suspect/unapproved products and to ensure product identification, usability and traceability, Tempo, will institute controls that include the requirement of Material Certificates, Certificates of Conformity, and /or other supporting documentation from its suppliers as is appropriate. Service providers may be required to provide documentation of process capability and traceability to recognized standards. These requirements may be specified on Tempo's Purchase Order, or may otherwise be communicated to the supplier.
 13. Tempo reserves the right of final approval of product, procedures, processes, and equipment.
 14. Tempo reserves the right to designate requirements for test specimens in design approval, inspection/verification, investigation or auditing.