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1. PURPOSE:

This document defines the contractual obligations which shall be fulfilled by all the suppliers upon the acknowledgement of purchase orders (similar to contract orders or work orders) issued by Apsis Aerocom Limited for the supply of products & services.

2. SCOPE:

This document is applicable to all the suppliers and their subcontractors who are liable to provide the products and services upon the acknowledgement of purchase order issued by Apsis Aerocom Limited.

3. DEFINITIONS

CoA: Certificate of analysis

CoC: Certificate of conformance

Direct procurement: Procurement which includes raw material, semi-finished and produce finished product which shall be delivered to purchaser's customer. These items shall be procured & controlled as per the drawings or bill of material.

Force Majeure: Any unforeseen circumstances which can affect the business operation.

General terms & conditions: All the requirements stated in this document which is annexed to purchase order.

Indirect procurement: Procurement which supports to operate the business. This includes but not limited to the procurement of resources and services required for operation and administration.

MSDS-Material safety data sheet which is mandatorily required for the hazardous materials.

Parties: Shall be referred to Both purchaser and supplier

Party: Shall be referred to either purchaser or supplier

Procurement: Process of negotiation, order placement & goods receipt or service delivery.

Purchase order (PO): It's an instrument (also similar to contract order) which is issued by the purchaser to supplier for the supply of products and services.

Purchaser: The legal entity who issued a PO to a supplier for the supply of products & services hereinafter "Apsis Aerocom Limited" shall be referred as purchaser.

Supplier: The legal entity liable for the fulfillment of products & services as per the PO terms and conditions.


TC: Test certificate, which is to be supplied with raw materials, chemicals & consumables.

4. ORDER ACCEPTANCE

Upon the acceptance of purchase order by supplier, it shall be deemed all the requirements stated herein after is understood and shall be adhered by the supplier as appropriate. The supplier shall ensure that the latest revision of this document has been adhered and is available on the purchaser's official website at www.apsisaerocom.com or can be available on request. As

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appropriate, all the requirements stated in this document are applicable to supplier's suppliers, waiver of any requirements shall be reviewed and approved by the purchaser before the acceptance of purchase order.

5. APSIS BUSINESS ETHICS & CODE OF CONDUCT POLICY

Upon acceptance of the purchase order, the supplier shall be obligated to comply with the latest revision of business ethics and code of conduct policy, which can be accessed on the purchaser's official website at www.apsisaerocom.com or can be available on request. The supplier & its sub suppliers shall ensure that all aspects of the scope of work outlined in the purchase order are executed in compliance with the established business ethics and code of conduct any violation of the established code of conduct may subject to the termination of the contract or legal consequences.

6. RIGHT TO ACCESS

Upon the acknowledgement of the purchase order the supplier shall provide access to purchaser, purchaser's customers, purchaser's supplier, statutory & regulatory bodies, supplier sites, subsidiaries, joint ventures, group companies, subcontractors to witness, examine, investigate & audit the documents & records, products, manufacturing process pertaining to the scope of work outlined in the purchase order with or without prior notice.

7. ENGINEERING & QUALITY REQUIREMENTS

Configuration management: During the execution of purchase order the supplier shall ensure that all the configuration requirement is understood, executed, and controlled throughout the product life cycle. The records of the same shall be retained for a period of minimum 7 years. The records of the same shall be retained for minimum of 7 years from the date of delivery.


Work transfer: Any changes in scope of the manufacturing facility, the supplier shall plan take prior approval from the purchaser in writing. The same shall be covered by first article inspection or delta first article inspection approval. The records of the same shall be retained for minimum of 7 years from the date of delivery & shall be submitted to purchaser.

First article inspection: The supplier shall adhere to the first article inspection requirements unless otherwise exempted in the purchase order. Any change to the fixed process shall be covered by delta first article inspection approval. Exemption to this requirement shall be approved by the purchaser in writing. The records of the same shall be retained for minimum of 7 years from the date of delivery & shall be submitted to purchaser.

Inspection, testing & product conformity: The supplier shall ensure all the product & process shall be manufactured as per the drawing requirements with appropriate configuration and been 100% inspected, verified, and validated by the competent persons prior to delivery to purchaser. In case 100% inspection is not feasible, other alternative inspection methods must be mutually agreed by the purchaser and supplier before purchase order acceptance. Purchaser reserves the right to reimplement 100 % inspection when supplier failed to demonstrate alternative inspection methods

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other than 100% inspection. As appropriate, the supplier shall produce a CoC/CoA/TC for all the products and services for each shipment. The records of the same shall be retained for minimum of 7 years from the date of delivery & shall be submitted to purchaser.

Nonconformance and escape management: The supplier shall promptly communicate (in written) to the purchaser within 24 hours if any nonconformance detected prior to delivery and escape suspected to post-delivery. If purchaser's customer detects a nonconformance the same shall be communicated to supplier and purchaser reserves the right to carry out 100% inspection which is to be performed by the supplier. All the suspected and affected lots shall be reinspected by the supplier for which purchaser shall not pay any additional cost. If the disposition needs a rework and repair the supplier shall be liable to complete the repair and rework any additional cost. The parts detected with nonconformance shall be segregated, identified and traceable till further disposition followed by 100% inspection till the closure of the corrective & preventive action. The supplier is responsible to carry out the root cause analysis and implement corrective action within 15 days from the date of occurrence and communicate to the purchaser. The records of the same shall be retained for minimum of 7 years from the date of delivery and submitted to the purchaser.

Prevention of counterfeit parts: The supplier shall implement a process as per the latest version of IAQG AS6174 or equivalent standards. The supplier shall ensure no counterfeit materials & parts supplied to purchaser.

Product Safety: The Supplier shall ensure all the product is safe in accordance with the product safety requirements and shall fulfill its intended purpose by the purchaser or end user. In addition, the supplier shall ensure the product is not exposed to Foreign Objects during the entire purchase order execution process.

(Clause no.7 is not applicable to indirect procurement)

8. REJECTION, REWORK & REPAIR

Any product or service or which is non-conforming to the purchase order requirements and delivered to purchaser, supplier shall inform purchaser or vice versa (if detected by the purchaser or purchaser's customer) in writing. The whole cost pertaining to the rejection, rework and repair shall be borne by supplier, with a penalty value which is equal to the loss incurred by purchaser.

9. LATE DELIVERY


When supplier is unable to deliver the products and services as per the delivery schedule, the same shall lead to a penalty, whole cost which is been incurred by the purchaser's customer.

10. HANDLING, STORAGE & PRESERVATION REQUIREMENTS

The supplier shall ensure there is an established process for monitoring limited life items. The supplier shall ensure all the limited life items are marked with the date of manufacture and date of expiry. The supplier shall ensure the material is having a minimum of 80% of the total life when delivered to purchaser. The suppliers shall establish a process to ensure all the environmental conditions are adequate to protect & store the materials and parts without damage and

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deterioration. The supplier shall establish a process as per the latest version of AS9146 or equivalent to ensure materials and parts are protected from foreign objects.

11. PART MARKING

The supplier shall ensure that all parts are clearly and permanently marked in accordance with the specifications provided in the purchase order (PO) and/or applicable drawing or standards. The markings shall include, but are not limited to the part number, revision level, batch/lot number, and any additional information specified by the purchaser. The markings must be legible, durable, and applied using methods that prevent tampering, degradation, or removal under standard operating conditions. Any deviations or noncompliance with the part marking requirements must be communicated to the purchaser in advance and approved by competent authority in writing before delivery.

12. PACKAGING & DELIVERY REQUIREMENTS

The supplier shall ensure that all goods are appropriately and securely packaged to prevent damage during transit. Packaging must comply with the specifications outlined in the purchase order (PO) and relevant industry standards. Each package must be labeled clearly with the PO reference number, part description, quantity, and any special handling instructions. Deliveries must adhere to the timelines and locations specified in the PO. Any delays or deviations must be communicated to the purchaser in advance and require prior approval. The risk of loss or damage to the goods remains with the supplier until delivery is confirmed at the specified location, as per the applicable Incoterms.

13. DOCUMENTATION STORAGE & RETENTION

Unless otherwise specified, all documents shall be retained by the supplier for a minimum period of 7 years from the date of delivery or as defined in the contract, whichever is longer. Upon request from purchaser, the supplier must retrieve and produce the records within 24 hours. The supplier is also responsible for ensuring that all documents are securely protected against potential damage or loss. (Clause no. 10 is not applicable to indirect procurement)

14. PROTECTION OF INTELLECTUAL PROPERTY & DATA PRIVACY


The supplier shall review & safeguard all intellectual property (IP) and sensitive data shared by the purchaser during the execution and post execution of the purchase order (PO). This includes ensuring confidentiality, preventing unauthorized access, and adhering to applicable data protection regulations. Any breach of IP or data privacy obligations may result in contract termination and legal action as deemed appropriate by the purchaser.

15. ENVIRONMENT, HEALTH & SAFETY REQUIREMENTS

The supplier shall review & comply with all applicable environmental, health, and safety (EHS) regulations and standards throughout the execution and post execution of the purchase order (PO).

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The supplier shall maintain a safe and healthy working environment for all stakeholders, adhering to industry-specific safety protocols and international standards. As applicable, for hazardous material the supplier shall produce a MSDS copy during each shipment.

16. INVOICING

The supplier shall ensure that all invoices are accurate, complete, and submitted promptly in accordance with the requirements specified in the purchase order. Invoices must include, but are not limited to, the following details purchase order reference, description of goods or services, quantities, agreed prices, and applicable taxes. Any discrepancies in invoicing may lead to delays in payment. The supplier is responsible for maintaining proper records and ensuring compliance with relevant tax and regulatory requirements.

17. PRICING, CREDIT & PAYMENT

The prices agreed upon in the purchase order are fixed and inclusive of all applicable taxes, duties, and fees unless explicitly stated otherwise in the purchase order. Any price changes must be pre-approved in writing by a competent authority from the purchaser. Supplier shall extend credit terms as specified in the purchase order. Any deviation must be discussed and approved by the purchaser prior to execution of purchase order. Payments shall be made in the currency stated in the PO. Any currency conversion costs shall be borne by the supplier, unless agreed otherwise. Payment shall be made as per the terms outlined in the purchase order. The standard payment terms include 30 days from the date of clearance of received goods & services by purchaser.

18. INCOTERMS

The applicable incoterms version for all deliveries under the purchase order shall be Incoterms 2020, unless otherwise stated in the PO. The selected Incoterm shall define the responsibilities of the purchaser and the supplier concerning the transportation, delivery, and transfer of risk for the goods. The supplier is required to strictly adhere to the specified incoterm, ensuring compliance with the agreed delivery terms and responsibilities.

19. CONTRACT MODIFICATION & TERMINATION


Any modifications, amendments, or changes to the terms and conditions of the purchase order must be agreed upon in writing by both the purchaser and the supplier. The purchaser reserves the right to accept, reject, or propose alternative modifications based on mutual agreement. Purchaser may terminate the agreement for convenience or defaults, with specific conditions. The acceptance of PO shall be deemed as unenforceable to supplier sales order or quotation terms and conditions.

20. INSURANCE

Unless otherwise agreed, The supplier shall maintain adequate insurance coverage to safeguard against potential risks associated with the execution of the purchase order.

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21. CARRIER & FREIGHT

The purchaser reserves the right to designate the carrier for the shipment of goods. If the carrier is selected by the supplier, prior approval from the purchaser is required. All freight terms shall be as specified in the purchase order and in compliance with the applicable Incoterms. Any deviations require prior written approval from the purchaser. Unless otherwise specified in the PO, transportation and freight costs shall be included in the agreed pricing. Any additional charges must be pre-approved by the purchaser. The supplier is responsible for ensuring that goods are properly packaged to avoid damage in transit. Any damage or loss during transportation shall be the supplier's responsibility until delivery is completed as per the agreed Incoterms.

22. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under this purchase order if such failure or delay is due to causes beyond its reasonable control, including but not limited to natural disasters, pandemics, war, terrorism, strikes, labour disputes, government actions, embargoes, supply chain disruptions, or any other unforeseeable events (a "Force Majeure Event").

If a Force Majeure event occurs, the affected party shall promptly notify the other party in writing, detailing the nature and expected duration of the event. The obligations of the affected party shall be suspended for the duration of the Force Majeure Event, provided that such party takes all reasonable steps to mitigate its impact. If the Force Majeure Event continues for more than 15 days, either party may terminate the purchase order without liability by providing written notice to the other party.

23. COMPLIANCE WITH DOMESTIC & INTERNATIONAL LAWS


The purchaser and suppliers shall comply with all applicable domestic and international laws, regulations, and standards in connection with the performance of this Purchase Order, including but not limited to laws related to trade, import/export controls, anti-corruption, labour, environmental protection, product safety, and taxation. The supplier represents and warrants that all goods and services supplied under this purchase order comply with applicable laws and industry standards, including but not limited to customs regulations, anti-bribery laws and international trade sanctions. Each party shall obtain all necessary permits, licenses, and approvals required for the performance of this purchase order. If any violation of law occurs, the affected party shall notify the other party immediately. Non-compliance may result in termination of contract without liability to the non-breaching party.

24. ARBITRATION & CONCILIATION

Any dispute, controversy or claim arising out of or in connection with this purchase order shall first be resolved through mutual discussions and conciliation within 7 days of notification of the dispute.

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If the parties fail to resolve the dispute, it shall be referred to arbitration in accordance with the applicable arbitration rules. The arbitration shall be conducted by a single arbitrator or a panel of three arbitrators, appointed mutually by the parties. The seat of arbitration shall be Bangalore, India and the language of arbitration shall be English. The arbitral award shall be final and binding on both parties. Notwithstanding the foregoing, either party may seek interim relief from a court of competent jurisdiction to prevent irreparable harm, pending the final resolution of the dispute.

In case of any doubt in interpretation & seeking clarification with respect to the requirement stated herein, the supplier shall connect to the purchaser before the acknowledgement of purchase order.

Prepared By	Reviewed by	Approved By
Mr. Nandeesh S J HoD - Purchase	Mr. Chinmaya Rath MR & HoD – QMS	Mr. Mihir Pradhan Director – Purchase

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Revision History:

Date	Revision Number	Revision Description	Reason for Change	Released By
07-Jan-2025	00	Initial Release	New Release	Chinmay Rath

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