



51170 Grand River Ave.  
Wixom, MI 48393  
Phone 734-357-1010

# Terms and Conditions

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PO holder is to notify Ventura of timeline issues that will negatively affect delivery to the required PO date prior to 1 week of the Purchase Order due date.

All raw material, purchased parts, and COTS items supplied to Ventura should be DFARS compliant or domestic material.

The PO holder is required to produce or provide parts and/or process to the specifications, revisions and process sheets listed on the purchase order. The PO holder is responsible to notify Ventura of any transfer of work prior to implementation examples are as follows; changes within own manufacturing location, changes of your suppliers' location, use of sub-tier supplier without prior authorization. The PO holder is responsible for flow down of the information and customer requirements to any sub-tier the PO holder may utilize on product or process supplied to Ventura. Deviation from these requirements will result in rejection or hold of payment until the issue is resolved.

If a specification is called out on the purchase order, the PO holder is required to process it to the appropriate revision. If it is not in the PO holder's possession, you must obtain it or you may contact Ventura and it will be provided.

The PO holder is required to notify Ventura of and/or identify nonconforming product before shipping product to Ventura. The PO holder is to notify Ventura of potentially nonconforming product having shipped within 24 hours.

Unless otherwise indicated on the purchase order, a cert of compliance is required with all of the following:

- Raw Material
- Purchased Parts
- COTS
- Any outside part processing

Any and all applicable raw material and special process certifications are required with EACH shipment.

Any corrective action that is opened up against this purchase order by Ventura is to be implemented by the PO holder at no cost to Ventura and within a timely manner. Ventura Aerospace and its customers reserves the right to access manufacturing, technical and quality records (excluding financial books and records) of the PO holder and sub-tiers involved in the manufacture of the product listed on the PO, if applicable. Records shall be available within 48 hours of request.

The PO holder is to notify Ventura of changes in product or process, suppliers, location, and if necessary obtain Ventura and/or customer approvals as appropriate.



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At any point if Ventura, or its customers, requests to audit or inspect the PO holder's premises, the PO holder is to make accommodations as such within 48 hours of request by Ventura.

Records shall be retained by the PO holder and its sub tiers (if applicable) for a minimum of 15 years, unless the PO states FLIGHT SAFETY PART: HANDLE AND PACKAGE WITH CARE, which means all records and data, must be retained for a minimum of 40 years. In addition, storage of records must meet all regulatory and statutory safety codes to prevent loss, damage, or deterioration. Electronic data is to be secured with backup procedures.

All vendors to Ventura should have a robust risk management plan for issues such as disaster recovery and preparedness, labor issues, and power disturbances. Vendors are required to implement within their quality system provisions for the prevention of counterfeit parts (Ref. AS9100 clause 8.1.4); and ensure personnel are aware of their contribution to production or service conformity, product safety, and the importance of ethical behavior. Ventura reserves the right to review the PO holder's plans at any time, within 48 hours' notice.

If a purchase order is submitted by Ventura Aerospace to the PO holder that does not contain a dollar amount, Ventura must be notified and agree to the price, updating and forwarding a revised copy to the PO holder, before the packing list/invoice can be accepted.

All Honeywell End Use parts are required to comply with SPOC 002.

All Collins/Hamilton Sundstrand/UTAS end use parts are required to comply with COL-ASQR-PRO-0003.

All purchase orders for gage calibration required a calibration certification traceable to NIST.

For ALL chemicals, a cert of compliance with NO LESS than the lot/batch number and the expiration date is required, or payment will be withheld until said is provided.

By written notice to Vendor, prior to Vendor's full satisfaction of its obligations under to PO, Ventura may make changes to or cancel the PO, in whole or in part, in the event of (i) Vendor's failure to comply with the PO, (ii) Vendor's insolvency or bankruptcy, or (iii) the occurrence of an event outside the control of Ventura which affects Ventura's PO requirements in a way which may result in an increase in Ventura's costs or a change in Ventura's customer fulfillment requirements (e.g. third party delivery date change.)

**Issuance of a packing slip and/or invoice by the PO holder constitutes acceptance of these terms and conditions.**