	Effective Date:	13 JULY 2023	Revision:	1.0
	Title: TERMS AND CONDITIONS			

Autonomous Machining L.L.C. Terms and Conditions for Suppliers

General

- a. This Purchase Order (“Order”) issued by Autonomous Machining L.L.C. (“Buyer”) consists of the provisions set forth on the Purchase Order and those which make up these Terms and Conditions.
- b. This Order represents the entire agreement between the parties concerning the goods. No change to or modification of the Order will be binding upon Buyer except as made in writing by Buyer or purchasing agents designated as such by Buyer. Any work or action taken by Supplier pursuant to instructions of other persons shall be at Supplier’s sole risk and liability.
- c. By accepting a purchase order and/or payment issued by Autonomous Machining, the Supplier agrees to these Terms and Conditions. Any additional or conflicting terms proposed by the Supplier will not be accepted unless agreed to in writing by both parties.

Technical Requirements

- a. All goods ordered shall comply with the specifications, drawings and other technical requirements made available by this Order.
- b. Supplier acknowledges it has examined all such specifications, drawings, and other technical requirements and represents and warrants to Buyer that there are no errors, omissions or discrepancies therein.
- c. Supplier shall comply with all safety standards and applicable Customer flow down requirements, including AS9100 and any other requirements as communicated by Buyer.

Communication

- a. All communication regarding the product should be done through the purchasing representative that issued the order. If needed, our internally designated representative will involve other team members as needed.

Performance Monitoring

- a. Autonomous Machining intends to monitor and report Supplier’s performance internally and may need to implement any necessary controls by way of corrective action, meetings with management, and/or discontinuance of the use of your services if necessary.

Production and Delivery

- a. Supplier shall make reasonable efforts to meet the agreed-upon delivery dates.

- b. Supplier shall notify Buyer promptly if there are any significant delays or unforeseen circumstances that may affect the delivery schedule.

Intellectual Property

- a. Buyer retains all intellectual property rights to any designs, drawings, or specifications provided to Supplier for the purpose of providing the goods.

Quality and Warranty


- a. Supplier shall manufacture the goods in accordance with industry standards and best practices, including but not limited to, AS9100.
- b. The goods shall be free from material defects and conform to the specifications provided by the Buyer.
- c. Supplier warrants the goods against defects, FOD in workmanship and materials up to the date of delivery.
- d. In the event of a warranty claim, Buyer shall promptly notify Supplier and provide reasonable evidence of the alleged defect.
- f. The Supplier must implement a quality management system that demonstrates the ability to achieve conforming product and service results. This may include established processes, procedures, documents, ISO/AS certifications, etc.
- g. Buyer may require Supplier to provide tests, inspections, and verification, including production process verification and any supporting documentation related thereto.

Audit.

- h. For any material required for incorporation into this purchase order, Buyer and Buyer’s end customer shall be allowed to determine and verify the quality of work and material at any place, including the facility of any supplier, and at all production stages.

Limitation of Liability

- a. Supplier’s liability, whether in contract, tort, or otherwise, shall be limited to the price paid by Buyer for the specific order in question.
- b. Provider shall not be liable for any indirect, incidental, consequential, or special damages arising out of or in connection with the provision of the Parts.
- c. Provider shall not be liable for any damages caused by the use, installation, or operation of the Parts provided.

	Effective Date:	13 JULY 2023	Revision:	1.0
	Title: TERMS AND CONDITIONS			

External Providers

a. The supplier must use supplier-designated (when specified) or customer-approved external providers, including process sources (e.g., special processes).

Nonconforming Processes, Products, or Services

a. The supplier must notify Autonomous Machining of nonconforming processes, products, or services that may impact the product being delivered to Autonomous Machining and obtain approval for their disposition.

Counterfeit Parts

a. Supplier must have a COUNTERFEIT PART PREVENTION PROGRAM in place that meets or exceeds the requirements of AS9100. The program must prevent the delivery of counterfeit or suspect counterfeit parts to Buyer.

Changes to Processes, Products, or Services

a. The supplier must notify Autonomous Machining of changes to processes, products, or services, including changes in their external providers or location of manufacture, and obtain Buyer's written approval.

Flow Down Requirements

a. The supplier must flow down to external providers any and all applicable requirements, including Buyer's requirements and Buyer's customers' requirements.

Test Specimens

a. The supplier must provide test specimens for design approval, inspection/verification, investigation, or auditing when requested.

Record Retention

a. Quality records must be kept and maintained for a minimum of 10 years beyond the life of the part and must be made available within a timely manner to Buyer upon request. Disposal of any quality records is not permitted at any time without written consent from Buyer.

Awareness

a. The Supplier must ensure that persons are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.

FOD Control

a. The supplier is required to maintain a FOD CONTROL PREVENTION PROGRAM that meets or exceeds the requirements within AS9146.

Right of Access

a. Buyer, Buyer's Customers, and regulatory authorities require right of access to areas of supplier facilities and documented

information at any level of the Supplier's supply chain, applicable to the goods being delivered to Buyer.

Confidentiality

A. All parties agree to treat any confidential information exchanged during the business relationship as confidential and to use it solely to fulfill their obligations under this Agreement.

b. The obligation of confidentiality shall continue even after the termination of this Agreement.

Termination

a. Buyer may, by written notice to Supplier, terminate this Order in whole or in part for default if (i) Supplier fails to deliver the goods, or perform the services strictly in accordance with the Required Date schedule, (ii) Supplier fails to make progress so as to endanger performance of the Order, or fails to comply with any of the other provisions of this Order, or (iii) in Buyer's reasonable opinion, Supplier becomes insolvent or in an unsound financial condition so as to endanger performance of the Order, or (iv) Supplier becomes the subject of any proceeding under State or Federal laws for relief of debtors or makes an assignment for the benefit of creditors.

b. Upon Supplier's receipt of such notice, all obligations of Buyer with respect to the portion of the Order terminated shall cease. Supplier shall be liable to Buyer for all costs, expenses, and damages incurred by Buyer or its customer on account of proper termination.

Governing Law and Dispute Resolution

a. Any dispute arising out of or in connection with this Agreement shall be resolved through good-faith negotiations between the parties.

b. If the parties are unable to resolve the dispute through negotiation, they agree to submit to the exclusive jurisdiction of the courts of King County, Washington for resolution.

Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements, oral or written, relating to the subject matter herein. By proceeding to fulfill an order, Supplier acknowledges that they have read, understood, and agreed to these terms and conditions.



Effective Date:	13 JULY 2023	Revision:	1.0
Title: TERMS AND CONDITIONS			

Revision History			
Revision	Reason for Change	Approved By	Date
1.0	Initial Release	Landyn Knipp	07/13/2023