

Supplier Terms and Conditions

This document outlines the terms and conditions ("Terms") that govern the supply of products and services to Cleveland Circuits, referred to as the "Buyer." These Terms are intended to ensure compliance with AS9100 standards and ensure the safety, reliability, and quality of aerospace products.

1. Applicability of Terms These Terms apply to all orders, agreements, and contracts ("Order") for goods, services, and products supplied by the Supplier to the Buyer. These Terms supersede all prior agreements unless otherwise expressly agreed to by both parties in writing.

2. Compliance with AS9100 and Applicable Standards The Supplier shall comply with all applicable requirements of AS9100, as well as all relevant laws, regulations, and standards for aerospace and defense suppliers. This includes ensuring that the products and services provided meet the technical, regulatory, and quality specifications set forth by the Buyer.

3. Quality Management System (QMS) The Supplier shall maintain a quality management system that complies with the AS9100 standard, as well as any other relevant industry or regulatory requirements. The Supplier shall allow the Buyer or any designated third party to perform audits and assessments of the Supplier's QMS at any reasonable time.

4. Product Conformity The Supplier agrees that all products and services supplied under any Order will conform to the Buyer's specifications, drawings, and requirements, as well as applicable regulatory requirements. Non-conformance reports, if any, must be promptly communicated to the Buyer with appropriate corrective actions.

5. Right of Access The Buyer, the Buyer's customers, and regulatory authorities shall have the right to access and audit the Supplier's facilities and records related to the goods or services being provided. The Supplier shall maintain records of inspections, tests, and certifications for the goods and services provided, as required by AS9100 and other applicable standards.

6. Traceability and Lot Control The Supplier must maintain traceability of all components, materials, and products through the supply chain. The Supplier must provide clear documentation indicating lot numbers, serial numbers, or other identification as required by the Buyer's specifications.

7. Supplier Performance The Supplier shall ensure timely delivery of products and services that meet the specified quality standards. Failure to meet the agreed delivery schedule, product specifications, or quality standards may result in corrective actions, and the Buyer reserves the right to terminate the contract for material breach.

8. Corrective and Preventive Actions The Supplier shall promptly address any non-conformances identified by the Buyer, whether they are related to products, services, or processes. The Supplier must implement appropriate corrective and preventive actions to resolve any issues and prevent recurrence.

9. Documentation and Record Retention The Supplier shall maintain and make available all required documentation, including certificates of conformity, inspection reports, and other records of the supplied products and services. These documents shall be retained for a period of [insert number of years, e.g., 10 years], unless otherwise specified by the Buyer.

10. Change Control The Supplier must obtain written approval from the Buyer before making any changes to the materials, processes, or services that affect the quality or conformity of the goods or services being provided. This includes any changes to the supply chain or the subcontracting of services.

11. Subcontracting The Supplier must ensure that any subcontractors used in the provision of goods or services also comply with the applicable requirements of AS9100 and the terms of this agreement. The Supplier remains responsible for the quality, timely delivery, and conformance of products and services provided by any subcontractors.

12. Confidentiality The Supplier shall maintain the confidentiality of any proprietary or confidential information provided by the Buyer. This includes drawings, specifications, and any other sensitive information related to the products or services. The confidentiality obligation remains in effect after the termination of the agreement.

13. Indemnification and Liability The Supplier shall indemnify and hold the Buyer harmless from any claims, damages, or liabilities resulting from the Supplier's failure to comply with applicable regulations, including safety, quality, and environmental standards. This includes indemnifying the Buyer for any harm caused by defective products or services supplied by the Supplier.

14. Payment Terms Payment terms shall be specified in the individual Order or contract and are typically net [30/60] days from the date of invoice, unless otherwise agreed to by both parties. The Buyer reserves the right to withhold payment if the Supplier has failed to meet quality, delivery, or other contractual obligations.

15. Termination for Convenience or Default The Buyer may terminate any Order or contract at any time for convenience, without cause, by providing written notice to the Supplier. The Buyer may also terminate for default if the Supplier fails to meet any contractual or quality requirements. Upon termination, the Supplier will be entitled to payment for conforming products and services delivered before the termination date.

16. Dispute Resolution Any disputes arising out of or in connection with these Terms or any Order will be resolved through informal negotiation. If informal negotiations are unsuccessful, disputes will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association (AAA), unless otherwise specified by the parties.

17. Governing Law These Terms and all Orders shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflict of law provisions.

18. Force Majeure Neither party will be held liable for delays or failure to perform any obligations under these Terms if such failure or delay is due to causes beyond its reasonable control, such as acts of God, natural disasters, labor strikes, or government regulations.

19. Export Control The Supplier agrees to comply with all applicable export control laws and regulations, including those of the United States, the European Union, and any other relevant authorities. The Supplier will not provide goods or services subject to export restrictions to any prohibited end users or for prohibited end uses.

20. Miscellaneous

- Any modifications to these Terms must be in writing and agreed upon by both parties.
- These Terms are binding upon and inure to the benefit of the parties, their successors, and assigns.

Acceptance: By accepting the Buyer's Order, the Supplier agrees to be bound by the above Terms and Conditions.
