

Terms and Conditions

AS9100D Purchasing Standard Terms and Conditions

General: As a Supplier/Vendor to TKO Motorsports LLC., DBA TKO Precision Machining, it is understood that your organization agrees to meet the following stipulations AS9100D requirements whenever a Purchase Order is accepted, These requirements are, therefore, to be considered as terms and conditions to all purchases.

- 1. Our organization reserves the right of final approval of product, procedures, processes and equipment upon receipt.
- 2. All special processes required by this PO must be performed by qualified personnel.
- 3. Vendors providing special processing must maintain a system for validating processes.
- 4. The Vendor shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
- 5. Our organization reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics.
- 6. Provide test specimens for inspection/verification, investigation, or auditing
- 7. The Vendor is required to:
 - a. Notify our organization of nonconforming product.
 - b. Obtain our organization approval for nonconforming product disposition.
 - c. Notify our organization of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations.
 - d. Flow down to the supply chain the applicable requirements including customer requirements.
- 8. The Vendor is required to retain all Records associated with the Purchase Order for 10 years or as required by contract.



1316 Capital Blvd #103 Reno NV, 89502 775.857.1913

- 9. Right of access by our organization, our customer and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
- 10. Certification of Materials and/or Process performed must accompany materials/parts received.
- 11. Counterfeit Product: All product provided to Buyer shall consist of new materials and authentic products only. Buyer must be contacted in the event that Vendor becomes aware of Counterfeit Product. Product will be considered Counterfeit if Purchase Order calls manufacturer name and required manufacturer is not supplied. In order to prevent and mitigate for Counterfeit product, all suppliers must have a Counterfeit protection plan in place.
- 12. Standards of Business Ethics and Conduct: This clause shall be flowed to subordinate suppliers at all tiers.
 - a. Buyer will conduct its business fairly, impartially, and in an ethical and proper manner.
 - b. Seller shall conduct its business fairly, impartially, and in an ethical and proper manner.
 - c. Supplier shall implement an awareness program to ensure employees understand their contribution to Product/Service conformity, product safety, and the importance of ethical behavior.