

Seal Dynamics

Terms and Conditions for Purchase Orders

The following Terms and Conditions shall be applied whenever they are applicable to the product

Unless otherwise specified within the body of the Seal Dynamics Purchase Order, the following Terms & Conditions apply:

1. All new Suppliers shall submit a Supplier Quality Survey to Seal Dynamics for review. All Suppliers and service providers entering into contract with Seal Dynamics for aircraft products and services must be approved by Seal Dynamics Supplier Quality prior to delivery of product
2. Our organization reserves the right to final approval of products, services, methods, processes, equipment and release of products and services. Specifications, drawings, process requirements, work instructions shall be provided when requested.
3. All special processes must be performed by competent persons.
4. Communications should be handled through the buyer listed on the Purchase Order.
5. Our organization reserves the right to control and monitor quality and delivery performance.
6. Our organization, or our customers reserve the right to perform verification or validation activities at the supplier's facilities.
7. Our organization reserves the right to approve or specify any design and development control, special requirements, critical items or key characteristics.
8. Our organization reserves the right to designate requirements for test, inspection and verification (including production process verification), including the use of statistical techniques for product acceptance and related instructions for acceptance by the organization.
9. Supplier is required to:
 - implement a quality management system,
 - use customer approved external providers, including special process sources,
 - external provider shall immediately notify Seal Dynamics LLC in writing of any product or article has been released from their quality system and subsequently been found to be none conforming to the approved design data. (Re: CFR21.135)
 - external Provider shall plan, implement and control processes for the prevention of counterfeit or suspect counterfeit part use and their inclusion in product(s) delivered.
 - notify Seal Dynamics of changes to processes, products or services, including changes of external providers or location of manufacture and obtain Seal Dynamics' approval,
 - flow down to external providers any applicable requirements including customer requirements,
 - provide test specimens for design and development approval, inspection/verification, investigation or auditing,
 - quality records shall remain legible, readily identifiable and retrievable. They shall be stored in a suitable environment to prevent damage and deterioration. Quality records shall be maintained for 10 years minimum, in either paper or electronic format and must be available for review by SD quality upon request.
10. Our organization reserves the right of access by our representative, our customers, and any regulatory authorities to the applicable areas of all facilities, at any level of the supply chain involved the in order and to applicable documentation.
11. External Providers shall ensure that persons are aware of their contribution to product or service conformity, their contribution to product safety, the importance of ethical behavior.
12. By acceptance of each Seal Dynamics Purchase Order, you agree to allow Seal Dynamics LLC to reserve the right, Seal Dynamic's customers, and regulatory agencies right of entry to determine and verify the quality of work, records and material of items ordered on this purchase order.
13. When shipping Multiple Lots/Batches, they must remain segregated and traceable on all packaging and paperwork.
14. All FAA 8130-3 tags must show parts as NEW in block 11.
15. All FAA 8130-3 tags and EASA Form One Tags must show traceability to the packing list, certification and item via lot/batch# or serial#.
16. FAA 8130 tags block 12 statements will be in accordance with applicable FAA Memorandums.
17. All FAA 8130-3 tags for PMA products must state that the part is "This PMA part is not a critical part or component "or "made under licensing agreement from the TC or STC holder" in block 12.
18. Goods subject to Federal Aviation Regulations must have been manufactured and released in accordance with 14 CFR Part 21 Subpart F, G, K, or O and must be accompanied with an FAA 8130-3 tag.

19. All elastomers products must have at least 80% of their shelf life remaining at time of shipment and all documents accompanied with shipment must state date of manufacture or cure date and expiration date or shelf life.
20. Vendor shall provide Seal Dynamics LLC in writing any export restrictions that apply to parts contained on PO Including, but not limited to, those imposed under EAR (Export Administration Regulation) and ITAR (International Traffic in Arms Regulations). The ECCN (or Dual-Use Classification for Foreign Origin Goods) OR the USML Category (Export Rating for Foreign Origin Goods) are to be supplied for each part contained herein.
21. Suppliers shall maintain First Article Inspections in accordance with the requirements of AS9102.
22. Hoses must be individually packaged in heat sealed bags to preclude the introduction of FOD.

Additional requirements for Electrical, Electronic / Electromechanical components (EEE)

A1) Any items manufactured to MIL-PRF-38535, MIL-PRF-19500, etc., must be per QPL associated with that specification.

B1) The seller shall ensure that only new and authentic materials are used in products delivered to Seal Dynamics and /or its customers.

C1) Where seller is not authorized by the OCM / OEM to produce the product, the seller shall notify buyer prior to delivering the product.

D1) Seller may be liable for remedial costs associated with provision of fraudulent / counterfeit product. Buyer shall be exempt from returning or providing compensation for any fraudulent / counterfeit products.

E1) Seller shall ensure full traceability through the supply chain that clearly identifies the name and location of all supply chain intermediaries.

F1) If suspect or confirmed fraudulent / counterfeit EEE parts are furnished on this purchase agreement, such items shall be impounded. The seller shall promptly replace such items with items acceptable to the buyer and the seller may be liable for all costs relating to impoundment, removal, and replacement. Buyer may turn such items over to the authority having jurisdiction for investigation and reserves the right to withhold payment for the items pending the results of the investigation.

Equal Opportunity (EO) Clause

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

If you have any questions regarding these specifications and requirements, assistance is available. Contact Seal Dynamics before proceeding with this order.