



Key Terms & Conditions of Purchase

These terms and conditions outline the requirements and expectations for all goods and services (referred to as "Parts & Tooling") purchased by Northeast Aero Compressor (NEACO).

Order Cancellation & Acceptance

- **NEACO's Right to Cancel:** NEACO can immediately cancel a Purchase Order at any time.
- **Inspection & Rejection:** All parts and documentation are subject to NEACO's inspection and acceptance. If a product is rejected, NEACO can return it free of charge, accept it with a price reduction, or request a free replacement.

Documentation & Traceability

- **Full Chain of Custody (Trace):** All parts must have documentation showing a full chain of custody back to a certified source (121, 129, OEM, or 145) as identified by the Purchase Order.
- **Statement of Non-Incident:** A signed statement of non-incident from the certified source is required, confirming the part was not obtained from government or military sources, nor was it subjected to extreme stress, heat (e.g., from major engine failure, accident, or fire), or immersed in saltwater. Government, military, or private source products are not accepted.
- **Material Certification:** Parts must include a material certification (ATA-106) and a signed statement of non-incident from the seller. Certifications with phrases like "To the best of my knowledge" may be rejected.
- **FAA/EASA Dual Release:** For all New, Serviceable, or Overhauled parts, an FAA/EASA dual release 8130-3 is mandatory.
- **Serviceable Parts Documentation:** Serviceable parts (Modified, Inspected, Tested, Repaired, Overhauled, or rebuilt) require an original Airworthiness Certificate substantiating their condition. A detailed maintenance activity report is also generally required unless specified otherwise.
- **Maintenance Data Deviation:** If an original Airworthiness Certificate is provided, the maintenance data used (e.g., for Return/Release to Service) must not deviate from the manufacturer's current Maintenance Manual or Instructions for Continued Airworthiness (e.g., no DER, IEN, ORI) without NEACO's explicit written approval.
- **True Certified Copy:** If the quantity ordered is less than the full quantity on the Airworthiness Certificate, a True Certified Copy must be provided.

Warranties & Repair

- **Repaired Parts Warranty:** Unless otherwise agreed, repaired parts are warranted to NEACO for 6 months from the Airworthiness Certificate date.



- **Overhauled Parts Warranty:** Unless otherwise agreed, overhauled parts are warranted to NEACO for 1 year from the Airworthiness Certificate date.
- **Beyond Economical Repair (BER):** NEACO reserves the right to return parts determined to be BER (e.g., due to absence of repair methods or repair costs exceeding market value/agreed cap) by a 145 Certified Repair Station.

"As Removed" Parts & Inspection

- **Acceptance of "As Removed" Parts:** "As Removed" parts will only be approved and accepted after NEACO's inspection and evaluation.
- **Evaluation Time:** Suppliers must allow adequate time for NEACO to fully evaluate "As Removed" material for acceptance. NEACO aims to inspect and provide a disposition within 30 days of shipment.

Returns & Shipping

- **RMA Request:** If an RMA (Return Merchandise Authorization) is requested for product return and credit, it must be provided within seven business days, or the product will be shipped back to the supplier without an RMA.
- **Shelf-Life Sensitive Parts:** These parts must be identified and marked with a cure date and/or expiration date and have 1 year left before expiration, unless otherwise agreed upon in writing by a NEACO representative.
- **Interchangeable/Alternate Parts:** These are not accepted without explicit prior written approval from a NEACO representative.
- **Packaging:** Parts must be packaged appropriately to protect them from handling or in-transit damage.
- **Shipping Instructions:** Suppliers must follow shipping instructions provided. NEACO is not responsible for and may pass on additional costs incurred from shipping errors.

Confidentiality & Supplier Responsibilities

- **Confidentiality:** All Purchase Order information or related details are confidential.
- **Flow-Down Requirements:** Suppliers must flow down NEACO's Purchase Order requirements to their own suppliers.
- **Right of Access:** Acceptance of a Purchase Order grants NEACO, its customer, and/or regulatory authorities the right of access to all applicable areas of facilities at any supply chain level involved in the order, and to all relevant records.
- **Nonconformity & QMS Changes:** Suppliers must notify NEACO of any nonconformities affecting supplied product and any major changes to their Quality Management System (QMS) that may affect product quality.
- **Quality Management System (QMS):** Suppliers must implement an appropriate QMS that includes processes to prevent suspected unapproved and counterfeit parts, and addresses the supplier's contribution to product/service conformity, product safety, and ethical behavior.



- **Record Retention:** Records related to product supplied to NEACO must be retained for a minimum of 3 years from the date of sale.
- **Acceptance of Terms:** Acceptance of a NEACO Purchase Order constitutes acceptance of these terms and conditions.