

## 1. FULL AGREEMENT

Written confirmation from the supplier, or full or partial fulfillment of the purchase order, whichever occurs first, shall be considered a commitment to all terms and conditions included herein. The acceptance of this purchase order is limited to the acceptance of the terms declared in the proposal included in this purchase order. The supplier cannot change the purchase order we have sent unless the changes are pre-established in the conditions or are formalized and agreed upon by the parties. If this purchase order is deemed to be an acceptance of a previous offer by the seller, such acceptance is limited to the terms provided for in this purchase order

## 2. SUPPLIER COMPETENCE

The supplier declares and warrants that it has the facilities, skills, knowledge, and experience to safely and responsibly handle and supply the products and/or services specified herein, and all certifications required by the order specifications and that all persons, including any of the subcontractors engaging in the handling of any material produced or supplied under this purchase order, have access to the product safety documents - in the case of UN classified chemicals that pose a health risk - associated with such materials and will be warned of their safe and proper use.

## 3. QUALITY MANAGEMENT SYSTEM REQUIREMENTS

The supplier shall have a Quality Management System in place or meet the requirements of the requested specifications and the following standards to provide timely detection, documentation, and correction of any non-conformity in the product supplied. The supplier shall notify the purchaser of any changes in the Quality Management System that were originally used to qualify the supplier, which are:

(A) AS9100;

(B) AS9120;

(C) ISO9001;

(D) X5-F003 - Questionário de Seleção - Avaliação de Fornecedor\_Supplier Selection - Evaluation Questionnaire rev2.

Score	Rank
Less than 70	Failed
Equal to or greater than 70	Approved



**- APPROVED AND CERTIFIED**

A supplier who has a certified system proven by a copy of the certificate;

**- APPROVED;**

A supplier approved using the information provided for in form X5F003

**- APPROVED WITH RESTRICTION - ACTION PLAN**

A supplier that did not achieve the required score in the selection and/or evaluation process, and is submitted to an action plan to resolve the inconsistencies.

**- NOT APPROVED;**

A supplier who does not meet the system requirements.

**- OUT OF SCOPE;**

The records and results regarding the selection/evaluation of suppliers are stored in the electronic system and or, available in the corresponding process and are depicted according to the X5-F003 Supplier Selection and Evaluation Questionnaire and X5-F004 - Supplier Evaluation.

#### **4. REQUIRED MATERIAL CONFORMITY**

The products supplied must comply with all the requirements of this purchase order, including the referenced specifications. The supplier shall keep documented information on the assertive evidence of compliance with the specifications required by this purchase order for consultation at any time by the purchaser responsible for this order. The supplier shall notify the purchaser in case of any non-compliance with the product before shipment. The supplier will receive, before shipment, authorization to send the non-conforming or discrepant material, as a deviation of the approval, not exempting the supplier from being punished in its monthly/annual performance evaluation score. X5 Company reserves the right to refuse defective material without prior consent or approval.

Minimum requirements for product conformity and release for receipt:

- Expiration date with a minimum of 70% shelf-life;
- Submit a certificate of analysis and/or conformity attached to the invoice;
- Our request number in the remarks field or similar field on the invoice;

#### **5. NOTIFICATION OF CHANGES**

The supplier agrees to notify the purchaser in writing within five days of any changes in product and/or process, supplier changes, and change of manufacturing location. The supplier is responsible for obtaining all necessary approvals from specification holders, such as manufacturers, to perform any changes.



## 6. DISCLOSURE OF REQUIREMENTS

The applicable clauses of the requirements of the contract, this term, from the government, regulatory body, and the customer (see clause 14) must be disclosed to the sub-supplier of the supplier and/or third-party suppliers. The supplier shall maintain documented information on the qualification of its sub-suppliers as well as applicable and required certifications for the process.

## 7. RECORD RETENTION

The supplier will maintain, for ten (10) years, purchase order files of the products or services including supporting documentation and backup files, including but not limited to invoices, contracts, written requisitions, etc. Acceptance records, inspection records, material certifications, and compliance test records will be available for consultation and at the request of the purchaser.

## 8. ACCESS RIGHTS

The purchaser and its customers reserve the right to conduct inspections and audits of supplier information, such as procedures, facilities, and products. The right of entry allows the supplier, customers, regulating bodies, and national agencies to determine and verify the quality of records and material anywhere, including at the subcontractor's plant. Customer verification of the product should not be used as evidence of the supplier's actual quality and does not exempt the product from the conformity requirement or prevent subsequent customer rejection.

## 9. EXEMPTION

Purchaser's failure to enforce any of the terms or conditions herein, or to insist on exercising any right, privilege, or waiver of the purchaser's role, does not violate the terms herein nor cancel any other similar terms or conditions.

## 10. SEVERABILITY

If any provision of these terms and conditions or any part thereof is invalid, illegal, or unenforceable by any law or public order, all conditions and provisions - which can be effective without such invalid, illegal or unenforceable provision of this contract - shall, however, remain in full force and effect.

## 11. DELIVERY & PERFORMANCE

Time is crucial. Deliveries must be made in the quantities, at the places and times specified by the purchaser. The order must be fully delivered unless partial deliveries are approved in advance by the purchaser. X5 Company is under no obligation to pay for goods delivered in quantities exceeding those specified by the purchaser. The purchaser may change or cancel delivery schedules.

### **X5 Company (Brazil Unit)**

**Avenida Eng. Juarez de Siqueira Brito Wanderley, 600 – Condomínio Industrial Eldorado – São José dos Campos – State of São Paulo – CEP 12.238-565**

### **X5 Company LLC (USA Unit)**

**8950 NW 27th Street, suite 308 – Doral – Florida – Zip Code 33172**



**Delivery time:** The evaluation of the results considers the 12 months based on the following criteria:

- Suppliers with up to three (03) delivery delays require monitoring by the purchasing process;
- Suppliers with up to four (04) delivery delays are notified, by email, to inform them of their suspension if one (01) more delay occurs;
- Suppliers with five (05) or more delivery delays have their purchases suspended and their status changed in the computerized system to “Not Approved by the QAS”, and a corresponding action plan is requested to address the root causes of the problem.

## 12. ETHICAL REQUIREMENTS

X5 Company is committed to conducting business fairly, impartially, ethically, and appropriately. Therefore, we expect the supplier to do the same and that the supplier’s code of conduct is clearly disclosed among employees. If the supplier believes that the purchaser, any purchaser’s employee or subcontractor has acted inappropriately or unethically regarding these terms and conditions, or against the civil laws of the country to which this document applies, the supplier should report such conduct to the purchaser’s management and send email to [compliance@x5company.com](mailto:compliance@x5company.com)

## 13. APPLICABLE LAW

(a) The supplier shall comply with all applicable federal, state, provincial, and local laws, rules, and regulations under these terms and conditions. This shall include, but not limited to, compliance with FAA, DOT, ANAC, ANTT, and other transportation regulations, as well as the hazard reporting standards as issued under the Occupational Health and Safety Act.

(b) Seller shall control the disclosure of and access to technical data, information, and other items received under this term following all applicable USA and Brazilian export control laws and regulations.

(c) The Supplier shall comply with the environmental protection laws in force in its country and in the country where X5 Company is located.

## 14. OUR CUSTOMER’S REQUIREMENTS

<http://www.embraer.com/ftp/pub/qualityrequirements>.

<https://www.embraersuppliers.com/esuppliers/#/pt-BR/supplier-requirements>

[http://www.helibras.com.br/website/po/ref/Política-para-Fornecedores\\_105.html](http://www.helibras.com.br/website/po/ref/Política-para-Fornecedores_105.html)

[www.eticatam.com.br](http://www.eticatam.com.br)

<http://www.ares.com.br/fornecedores.php>

<https://two.cavok.in/cvk/login/?next=/cvk/extra/supply/oc/5278/print/>

[http://connect.mysky.com.br/cgi-bin/connectct/ct\\_rel\\_ordem\\_compra.cgi/2--8-8146-POR--1575656599/VER/](http://connect.mysky.com.br/cgi-bin/connectct/ct_rel_ordem_compra.cgi/2--8-8146-POR--1575656599/VER/)

[https://www.avibras.com.br/site/images/gestao\\_qualidade/Manual do Fornecedor PT.pdf](https://www.avibras.com.br/site/images/gestao_qualidade/Manual_do_Fornecedor_PT.pdf)