



Aviation Oxygen Systems

A Shaw Development Company

206 Ossipee Trail, PO Box 482, Limington, ME 04049

www.aerox.com

GENERAL PURCHASE ORDER TERMS AND CONDITIONS

1. Buyer. The term "Buyer" in the following terms and conditions shall mean Shaw Aerox LLC, dba, Aerox Aviation Oxygen Systems
2. General. This order is the Buyers offer to procure the materials, supplies and/or services referenced in the body of this Purchase Order. In accordance with the provisions stated therein, these Terms and Conditions are applicable to all Buyer Purchase Orders unless specifically waived or modified by Buyer as documented in the body of the Purchase Order. All Purchase Orders shall be considered accepted by the seller if not rejected within ten (10) days from the date of the Purchase Order.
3. Additional Terms Not Accepted. The offer of Buyer to purchase is expressly contingent upon seller accepting the terms and conditions of Buyer's Purchase Order (the "Agreement"). Any conflicting terms contained in seller's Purchase Order, acknowledgement or other correspondence will be deemed a material alteration of the Agreement and any conflicting terms are not agreed to by Buyer as these conflicting terms, including but not limited to, conflicting terms that attempt to limit Buyer's remedies in the event of nonconforming goods/parts, would create a surprise or hardship to Buyer and are not accepted.
4. Purchase Order Changes. Buyer reserves the right, by written notification, to suspend, alter, or otherwise change any provision referenced by the Purchase Order prior to Buyer's acceptance of the listed products and/or services.
5. Electronic Data Exchange. Buyer may process Purchase Orders through Electronic Data Exchange (EDI) and it is the seller's responsibility to maintain the services necessary to retrieve the data. Buyer will provide EDI formatting information.
6. Material Overruns. Quantities of items manufactured to Buyer specifications shall be in accordance with Purchase Order requirements. Overage quantities shall be returned at seller's expense unless prior written approval by Buyer has been granted. Required inspection reports, test reports and certificates of compliance shall include the quantity of items delivered to Buyer.
7. Proprietary Information. Seller may not copy or otherwise reproduce Buyer supplied and owned documents, data or design information for distribution to third parties without written permission of Buyer.
8. Protection Of Buyer Owned/Supplied Material. Seller shall be responsible for assuring that all articles supplied by Buyer for utilization of, or processed by, the seller shall be handled in a safe and protected manner from article receipt at the seller's facility to article receipt at Buyer's designated point of receipt.



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9. Currency Of Specifications. Unless otherwise specified on the body of the Purchase Order, all documents and/or drawings required for compliance with this Purchase Order shall be the most recent issue as of the date of the Purchase Order.

10. Warranty. Seller provides the warranty set forth in this paragraph 10 which shall be valid for a period of one-year from the date of sale. Seller warrants that the materials, supplies and/or services specified by the Purchase Order are free from defects and have been manufactured using best workmanship practices. Seller further warrants that all articles supplied are fit for their intended purpose and that Buyer may, at Buyer's option, return all defective and/or non-compliant articles for prompt credit, correction or replacement; provided, however, that such return must occur during the one-year warranty period.

11. Hazardous Materials. Seller shall supply Material Safety Data Sheets (MSDS) for all applicable chemicals and compounds delivered to Buyer.

12. Delivery and Shipping.

(a) Unless otherwise specified, the price as set forth in this Purchase Order shall include all charges for seller packing and crating and for cartage to FOB point. Packaging must be of a type to completely protect all parts from damage resulting from normal handling and stacking.

(b) Buyer will specify the carrier and method of transportation and seller will process shipping documents and route shipments of the goods to the FOB point accordingly. Buyer will not pay shipping charges for parts/services that are not shipped as stated on the Purchase Order.

(c) Each container must be marked to identify contents without opening all boxes and packages and must contain one of each of the following:

- i. Certificate of Conformance;
- ii. Packing Sheet listing Purchase Order number, part number/service description, revision level, quantity and plant location; and
- iii. Invoice listing Purchase Order number, part number/service description, quantity, unit price, extended price, plant location, seller remit to address, Buyer billing address and shipping address.

(d) All delivery schedules reflect dates material is due on Buyer's dock. Seller's acceptance shall show best on dock delivery schedules promised, if different from schedules set forth on the face of this Purchase Order. Buyer reserves the right to return all shipments received in advance of the agreed schedule at seller expense. Delay in receipt beyond the agreed schedule shall be cause for termination of this Purchase Order by default unless such delay schedule is mutually agreed in writing by both seller and the Buyer.

(e) Time is of the essence. Delivery must be effected within the time specified on the face of this Purchase Order or any release. If seller fails to make deliveries or perform services at the agreed time, all damages suffered by Buyer and any premium transportation costs or other costs incurred to meet the specified delivery schedule shall be at the expense of seller.

(f) Seller may be required to issue barcodes with all delivered parts. Buyer will provide formatting requirements.



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13. Change Orders. The Buyer shall have the right to make changes in or additions to the drawings and specifications, issue additional instructions, and reduce or increase the quantities covered by this Purchase Order. If such changes cause a material increase or decrease in seller cost or time for performance of this Purchase Order, an equitable adjustment in the price or time for performance will be made and this Purchase Order will be modified in writing accordingly, provided any claim for adjustment is made by the seller within thirty (30) days after the date this change is ordered. Change Orders shall be regarded as of prime importance and be processed as diligently as the original Purchase Order.

14. Termination At Buyer Option. Buyer may terminate this Purchase Order at any time without cause by providing thirty (30) days written notice, whereupon seller will stop work on that date and terminate all orders and subcontracts that relate to the terminated Purchase Order. Buyer will pay seller for furnished work accepted, as well as the documented cost to seller of work in process and material specifically allocated to the terminated Purchase Order. Payment made by Buyer under this termination clause shall constitute Buyer's only liability for termination. Title and possession of all delivered goods/parts will vest with Buyer immediately upon Buyer's tender of payment under this paragraph.

15. Termination For Default. If seller (1) fails to deliver parts/goods at times specified herein; (2) fails to perform pursuant to the terms of this Purchase Order and does not cure said failure within ten (10) days of written notice from Buyer specifying said failure; (3) becomes insolvent, makes an assignment for the benefit of creditors, moves for bankruptcy protection; or (4) merges with another entity, then Buyer, at its option, may terminate the whole or any part of this Purchase Order with no liability except for payment of accepted goods/parts, upon which time Buyer will take title and possession of said goods/parts, with Buyer entitled to seek cover for substituted goods/parts, along with incidental and consequential damages.

16. Force Majeure. In the event of flood, drought, fire, war, riot, acts of terrorism, acts of God or Governments neither party shall be liable to the other for failure to perform its obligation under this Purchase Order. During the seller's inability to supply the parts/service, Buyer may procure such parts/service from other sellers, but will revert to the Purchase Order once the element of Force Majeure has been overcome. If Buyer's customers cancel their purchase orders, Buyer can terminate the Purchase Order with no liability to seller except for its obligation to make payment for accepted parts/services.

17. Indemnification. Seller will defend, indemnify and hold harmless Buyer and its parent, subsidiaries, employees, officers, directors, agents or representatives against all claims, suits, actions or proceedings and shall be responsible for all liabilities, losses, damages (including without limitation judgments, amounts paid in settlement and other recoveries), fees and expenses (including without limitation fees of counsel and experts) and costs (together "Expenses") in connection with any breach or nonperformance by seller of the Purchase Order, or for injury or death of any person and damages or loss of any property allegedly or actually resulting from or arising out of any act, omission or negligent work of seller in connection with performance of the Purchase Order (including without limitation Expenses arising out of, or in connection with, vehicle recall).



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18. Patents. No rights are granted to seller under any Buyer patents except as may be necessary to fulfill seller's obligations under this Buyer Order. Seller agrees to indemnify and hold harmless the Buyer, and all persons claiming under the Buyer, against all claims, demands and liability for actual or alleged infringement of any patent, trademark, copyright, or trade name by the materials or articles covered by this Purchase Order unless such materials or articles are manufactured per drawings or designs furnished by Buyer.

19. Information Disclosed; Data Rights.

(a) "Buyer Data" means all information and data that Buyer makes available to seller in connection with the performance of the Purchase Order, including without limitation, performance standards, product characteristics, specifications, drawings, descriptions, samples, designs, manufacturing data and other information.

(b) Buyer owns and retains all of its right, title and interest in Buyer Data, including any Buyer patents, patent applications, copyrights, trade secrets, trademarks, trade dress and any other proprietary rights in Buyer Data and in any derivative or improvement of any Buyer Data made by Buyer or by seller as work product.

(c) No right or license is granted under this Buyer Order to use Buyer Data other than the right for seller to use Buyer Data as required to perform seller's obligations under the Purchase Order. Seller will not use or disclose Buyer Data for any other purpose and seller will handle all Buyer Data in such a manner to insure that it is not used for any purpose detrimental to the interests of Buyer.

(d) Seller may not disclose Buyer Data to any third party without Buyer's prior written consent.

20. Prices Include Taxes. Except as Buyer has otherwise provided in this order, the prices stated in the purchase order include all applicable federal, state and local taxes, and duties.

21. Insurance. Seller represents that it has and will maintain the following types and amounts of insurance coverage and agrees to furnish certificates of insurance showing that seller has insurance coverage in the following minimum amounts:

(a) Workers Compensation – Statutory limits for the state(s) in which the work will be performed;

(b) General/Products Liability - \$1,000,000 per occurrence/\$2,000,000 in the aggregate; and

(c) Automobile Public Liability - \$1,000,000 (per any one accident).

Said certificates of insurance shall set forth the amount of coverage, the number of the policy and the date of expiration. Upon Buyer's request, seller shall name Buyer as an additional insured on its policies. If seller is a self-insurer for workers compensation purposes, seller shall provide Buyer with a copy of the self-insured certificate issued by the state(s) where work will be performed. Compliance by seller with the insurance requirements stated in this section shall not in any way affect seller's duty to indemnify Buyer under this Agreement. If this purchase order includes a sale of goods manufactured in whole or in part to seller's designs or specifications, seller agrees to



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provide Buyer, upon request, with a current certificate of product liability insurance and a seller's endorsement naming Buyer as an additional insured on seller's policy.

22. Access To Facilities, Audit and Inspection. If this Purchase Order includes specifications, or is for the procurement of either (a) goods to be incorporated into Buyer's products or (b) services to be used in the production of Buyer's products, then seller's (and seller's sub-tier suppliers who provide goods or services) plant and their books and records pertinent to this or any related order (to the extent consistent with applicable laws and regulations) shall at all practical times be subject to review, inspection and audit by Buyer, its authorized representatives and any authorized representative of Buyer's customer to the extent necessary to verify compliance with Buyer's specifications or to enable Buyer to comply with its obligations to its customer(s).

23. No Gifts. Seller agrees not to provide or offer to provide to any director, officer or employee of Buyer, or any member of such person's family, any favors, gifts, loans or other benefits (including services and discounts as well as material goods), except casual entertainment or gifts (other than money) of nominal value which are customarily offered to others having a similar relationship with seller, provided that the foregoing exception shall not apply if this order shows on its face that it is placed under a U.S. Government contract, or a subcontract thereunder, or if Buyer otherwise notifies seller that this order is placed under a U.S. Government contract or a subcontract thereunder.

24. Labor Disputes. Whenever seller has notice that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order, seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Buyer.

25. Assignment. Seller shall not assign the performance of this Purchase Order or the proceeds derived without the prior written consent of the Buyer.

26. Subcontracting. Seller may not subcontract this Purchase Order, or any substantial portion thereof, without prior written consent of the Buyer; provided, however, that this provision shall not apply to the purchase of standard commercial supplies and raw material.

27. Waiver. The waiver by Buyer of any condition or the breach hereof shall be limited to the particular instance and shall not operate or be deemed to waive that condition in the future or any further breach thereof.

28. Cumulative Remedies. The rights and remedies set forth under this Purchase Order are cumulative and in addition to any other rights and remedies available under law and equity including, but not limited to, those remedies set forth in Florida Statute Chapter 672. No acceptance of goods/parts or of any lot or any waiver by Buyer of any of the terms and conditions of this Purchase Order shall be deemed a waiver of Buyer's rights/remedies/damages in the event of seller breach of this agreement.

29. Releases. If delivery dates are not specified in this Purchase Order, seller shall procure materials and manufacture, assemble and ship the goods/parts only as authorized by Buyer in shipping releases issued by Buyer. Buyer may return overshipments to seller at seller expense. Buyer, from time to time,



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and with reasonable notice, may change or temporarily suspend any shipping schedules specified in the Purchase Order or shipping releases.

30. Applicable Law. Seller expressly agrees that any dispute over the terms of the Agreement shall be governed by Florida law including, but not limited to, Florida Statute Chapter 672 (UCC/Sales).

31. Forum Selection. Seller expressly agrees that any dispute over the terms of the parties' agreement shall be heard in the federal or state courts sitting within the State of Florida.

32. Merger Clause. This Purchase Order sets forth the entire agreement of the parties. All prior, contemporaneous or subsequent oral agreements or representations are merged into this Purchase Order. No provisions of this Purchase Order may be modified except by written agreement signed by both parties.

QUALITY ASSURANCE PROVISIONS

33. The following Quality Assurance Provisions are applicable to this Purchase Order;

- a) **QUALITY SYSTEM REQUIREMENTS** - Sellers must maintain a quality system that, at a minimum, complies with ISO9001 (latest revision). When seller compliance and/or certification to AS9100, ISO9001, AS9110, EASA Part 21, EASA Part 145, or FAA FAR 145 is specified by Buyer, the seller is responsible to notify Buyer within 5 working days of any changes in Quality System status, including extensions or reductions in scopes of approval, third party and/or regulatory Quality Approvals that are either gained or withdrawn. The seller's loss of certification or failure to notify Buyer of their loss of certification could result in being disapproved as a seller of Buyer.
- b) **RECORD RETENTION** – Seller shall retain Quality Records for a minimum of (10) years from the date of shipment, unless a longer period is otherwise specified. Quality records include, but are not limited to, the following: Approved Certificates of Conformity, Test Reports, Raw Material Certifications, Special Process Certifications, FAIR's, Route Cards/Travelers, and Calibration Records. This data shall be made available to Buyer upon request, at no extra charge. Records shall be appropriately identified in accordance with customer, regulatory and company defined requirements. Storage facilities shall provide suitable environments to prevent deterioration or damage and to prevent loss. Records in storage shall be protected from unauthorized access. The nature of the information in the records, as well as its format, dictates the method by which records shall be destroyed. When records contain sensitive information, they shall be disposed by irreversible destruction methods such as shredding, or erasure/reformatting for electronic/magnetic media.
- c) **CALIBRATION SYSTEM** - Calibration of measuring and test equipment used for product acceptance shall be traceable to established international or national measurement standards (e.g., BSI, NIST, UKAS, and NAMAS). Procedures for periodic calibration,



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certification, maintenance of tools and equipment, and an action plan should measuring and/or test equipment be found to be out of calibration, shall be established and followed.

- d) **INSPECTION SYSTEM** - Sellers shall develop inspection procedures and maintain records of inspection. Records shall include evidence of inspection for all attributes (e.g. AS9102 first article inspection) of products/processes supplied to Buyer, show the product has been inspected and/or tested during all stages of manufacturing, identify the name of the individual (i.e. with stamps, etc.) who certified the results, and where applicable include the results of the inspections and tests.
- e) **CHANGE IN PROCESS OR LOCATION** - Buyer must be notified prior to any changes in product, manufacturing location, or process definition that were not requested by Buyer. Notification should describe the change or changes that have been made or are being proposed. Buyer reserves the right to require its approval of the product, manufacturing location or the process change before the Seller forwards the product. The seller is also required to submit a new or delta first article inspection report, if the change(s) affect any of the existing approved first article inspection report characteristics.
- f) **TRAVELERS** - Sellers shall maintain a traveler or equivalent control mechanism that directs procedures appropriate for the control of quality and configuration through all stages of production. For Buyer designed hardware when Buyer changes P/Ns, dash numbers, or P/N revisions AND there is work in process (WIP) for a given contract, the rework instructions must be submitted to the Buyer to obtain Buyer engineering approval prior to rework.
- g) **NONCONFORMING PRODUCT** - Sellers shall ensure that product that does not conform to specified requirements is not shipped to Buyer. Dispositions of Use As Is or Repair for products under Buyer design control shall require written authorization prior to shipment. Sellers are also required to notify Buyer within 24 hours of discovering any nonconformance that could potentially affect hardware that has previously been shipped to Buyer.
- h) **SELLER REQUEST FOR DEVIATION – DEFICIENCY REPORT (DR)** - Sellers shall use the BUYER DR OR EQUIVALENT FORM to request review of nonconforming material, change to drawings or specifications, or clarification of requirements.
 - (1) Nonconforming material cannot be shipped to Buyer without an approved DR. In addition, all nonconforming products shipped to Buyer;
 - (a) Must be clearly identified as non-conforming product and packaged separately from the acceptable product
 - (b) Must be accompanied by a copy of the approved DR
 - (c) The applicable DR number(s) must be clearly listed on the packing slip and Certificate



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of Conformance.

- (2) For corrective action requested, the seller shall:
- (a) Consider the details of the recorded non-conformance/corrective action and request clarification if necessary from the initiator of the request;
 - (b) Complete and respond to both the containment and whole corrective action requirements within the timeframe indicated on the non-conformance notification providing an effective short term and long-term corrective action.
- i) **STATISTICAL TECHNIQUES** - Sellers are responsible for understanding and reducing variation within processes, and are encouraged to use control-charting techniques. When control charting is not performed, sample inspection of all attributes shall be performed to ANSI/ASQ Z1.4 (MIL-STD-105), Level II 1.0 AQL, c = 0, BS6001 Part 1 in the US; ISO 2859-1 in the UK, or an equivalent plan approved by Buyer. Sellers using sample (including Buyer approved) inspection plans are not relieved from the responsibility for all attributes on the part/assembly.
 - j) **SPECIAL PROCESSES** – Buyer approved special process suppliers (listed at www.aerox.com) shall be used on parts related to all Buyer purchase orders except for Standard Catalog Hardware; or Military, Federal or Industry specifications or standards, unless otherwise directed by a Buyer supplemental quality requirement. The use of a Buyer approved seller does not relieve the seller from responsibility to furnish acceptable supplies.
 - k) **SELLER CONTROL** - Sellers, including dealers and distributors, are responsible for ensuring that the applicable requirements of this purchase order are imposed on lower tier procurements for raw material, components or process services being used in the manufacture of products or services being provided.
 - l) **PROHIBITED SOURCES** - Sellers and sub-tier sellers are prohibited from using any source listed on the US government Excluded Parties List System (EPLS) (ref. <https://www.sam.gov>) in the production of products to be delivered to Buyer.
 - m) **COUNTERFEIT PARTS PROTECTION** - The seller shall have a program in place to prevent the delivery of counterfeit parts and materials to Buyer. All parts, materials and assemblies (electrical, mechanical, raw material) included in the hardware delivered to Buyer shall be procured only from a franchised distributor, OEM (Original Equipment Manufacturer) or OCM (Original Component Manufacturer). If it is determined in a specific instance that this is not possible, a SRID (Seller Request for Information/Disposition) must be submitted to Buyer Purchasing within (5) working days of this determination. The seller is responsible for the flow down of this requirement to its sub-tier contractors and their compliance to it. Further guidance on counterfeit parts avoidance can be found in SAE documents AS5553 (Electronics)



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and AS6174 (Material).

- n) **RIGHT OF ENTRY** – Representatives of Buyer, Buyer’s customer, and other regulatory authorities shall have access to seller’s and all other facilities involved in the order, where they shall have access to all procedures, practices, processes, associated documents and records related to quality assurance, quality control, and configuration control. The seller shall notify Buyer in writing to any significant facility or organizational changes such as company name, location, or senior quality management. Any change of location by the seller shall require a full first article inspection on these parts. Buyer reserves the right to determine and verify quality of work, records, and material. Such visits shall not preclude subsequent rejection of product and do not absolve the seller of its product integrity responsibilities
- o) **TRACEABILITY & PRODUCT IDENTIFICATION** - Seller shall ensure that individual articles and materials and lots thereof are identified and segregated from all other articles, materials, and lots at all times. Records for articles shall indicate the part number, revision level, lot number and if applicable the serial number and associated detailed information. Records for materials shall indicate type, applicable serial numbers, lot numbers, heat numbers, batch, date code, cure date and any other pertinent information. Material or articles furnished by Buyer for outside operations must remain identifiable by the Buyer supplied lot or serial number. This number must be recorded on all applicable seller paperwork.
- p) **CERTIFICATE OF COMPLIANCE** - The Certificate of Compliance shall be shipped with the product to Buyer. The Certificate of Compliance is a quality record that shall include Buyer part number and drawing revision, Military, Federal, or Industry specification number, purchase order number, quantity, date shipped, manufacturer’s name and authorized representative signature. In addition, the seller shall be able to furnish information on their source(s) of supply that could include items such as serial numbers, lot numbers, heat numbers, batch, date code and cure dates and QPL approval status as applicable.
- q) **RESPONSIBILITY OF CONFORMANCE** - Acceptance of product shall not be used as evidence of effective control of quality by the seller, and shall not absolve the seller of responsibility for acceptable products or preclude subsequent rejection by Buyer customers.
- r) **INDUSTRY SPECIFICATION AND STANDARDS** - For all Military, Federal, and Industry specifications and standards, the seller shall comply with the revision in effect at the time the Buyer purchase order is issued. Buyer reserves the right to request a different revision that would be specified on the purchase order.
- s) **TRAINING** -Sellers shall ensure that all personnel performing activities on Buyer product affecting quality have been suitably trained. Personnel performing assigned tasks must be qualified on the basis of appropriate education, training, and/or experience. The seller shall ensure that training records are maintained and available upon request.



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- t) HANDLING, PACKAGING, & PRESERVATION - It is the responsibility of the seller to ensure that the packaging is adequate to protect the components during transportation, handling and storage. Packaging containers shall be appropriate for the size, weight, and fragility of the components being packed.
- u) TRACEABILITY: The seller shall provide to Buyer, upon request, all documentary evidence in the form of inspection and test reports to support that the provisions of the Purchase Order, including all referenced drawings and design specifications, have been complied with. The seller shall further assure that all manufacturing, inspection, test and service records remain on file for a minimum period of ten (10) years.
- v) CERTIFICATE OF CONFORMANCE: The seller shall provide to Buyer, for each shipment, at time of delivery a statement of conformance with the following information on the body of the certificate;
 - (1) a statement to assure compliance with the provisions of the Purchase Order.
 - (2) the Part Number.
 - (3) the quantity of items shipped
 - (4) where applicable the drawing number and the referenced revision level of the drawing.
 - (5) a signature, date and title of the seller's designee, responsible for assuring product conformance
 - (6) all serial numbers shall appear on or referenced by the Certificate of Conformance.
- w) INSPECTION REPORTS/TEST REPORTS/MATERIAL CERTIFICATIONS: When required on the body of the Purchase Order, the seller shall provide to Buyer copies of final inspection reports, acceptance test reports, and/or raw material certifications with Product delivery.
- x) CERTIFICATIONS: The seller shall maintain on file all original material, raw material, process certifications and inspection/test reports for all items provided in the performance of this Purchase Order. These certifications or their copies shall be made available to Buyer upon request. Where compliance with EN 10204 is a requirement, copies of original material and process certifications must include a documented reference (via stamp or legible handwriting) to the Part Number and Purchase Order number on the body of the certificate. (Reference EN 10204)

Note: Reference to EN 10204; (1) Articles submitted whereby compliance with EN 10204, Para 2.2 is required, must accompany each lot of items with a Certificate of Compliance from the seller stating that all required material certifications, process certifications, and



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inspection/test reports are on file and shall be made available for review upon request. (2) Articles submitted where compliance with EN 10204, Para 3.1 is required, must accompany each lot of items with a Certificate of Compliance from the seller as well as all raw material certifications, process certifications, and inspection/test reports.

- y) AGE DATED MATERIAL: The seller shall provide the cure date and shelf life expiration date for all elastomers and chemical compounds subject to age deterioration.
- z) FEDERAL AVIATION ADMINISTRATION (FAA) DOCUMENTATION: Where applicable the seller shall provide to Buyer an Air Worthiness Tag (8130-3) or Maintenance Release Tag (Ref. FAR 43) to accompany the referenced items shipped on this Purchase Order.