

2995 Lone Oak Circle, Suite 10 • Eagan, MN 55121

## **Stratus Aero Partners – Quality Terms and Conditions**

Effective Date: April 8, 2025

These Terms and Conditions are Applicable to Sales, Purchasing and Repair Transactions between all Stratus Aero Partners business units: Worthington Aviation, LLC, AIRCO, LLC, AIRCO Services, LLC, Landing Gear Support Services, Inc., and Worthington MRO Center. Scope: These terms and conditions ensure compliance with ASA-100, AS9120B, ISO 9001:2015, and ATA Spec 106, and apply to all transactions between Stratus Aero Partners and its suppliers, vendors, or repair partners.

## 1. National Airworthiness Authority (NAA) Compliance

All parts and materials must be traceable to a source approved by a recognized NAA (e.g., FAA, EASA, TCCA). Required documentation must include: - Certifying authority name (or delegate) - Release date and authorized statement - Certifier identity - Signed disclosures of deviations (if applicable)

## 2. Quality Management System (QMS) Requirements

Suppliers are expected to maintain a quality management system that aligns with industry-recognized standards such as ASA-100, AS9120B, ISO 9001, or an equivalent. Stratus Aero Partners business units may, at their discretion, conduct audits or review supplier performance to help ensure ongoing quality, compliance, and alignment with applicable requirements.

## 3. Right of Access

Stratus Aero Partners, its customers, and applicable regulatory authorities reserve the right of access to the supplier's facilities, documentation, and all applicable levels of the supply chain for the purposes of audits, inspections, and surveillance activities as required to verify quality and compliance with contractual and regulatory requirements.

# 4. Documentation & Recordkeeping

Documentation must: - Support traceability and airworthiness - Be complete, accurate, and compliant with specifications - Be retained for at least 7 years (unless otherwise specified) Includes: - Trace/airworthiness docs - Service/repair records - QC logs

### 5. Nonconforming Product & Escapes

Suppliers must immediately notify the affected Stratus Aero Partners business unit upon identification of any nonconforming product. Such product may not be shipped without prior written approval and disposition. If discovered post-delivery, the supplier shall provide a root cause analysis and corrective action plan within 48 hours.

### 6. Counterfeit Parts Prevention

Suppliers must establish and maintain effective processes to prevent the delivery of counterfeit or suspect counterfeit parts. These processes shall include robust controls for sourcing, inspection, and verification, and must ensure full traceability to the Original Equipment Manufacturer (OEM) or an authorized distributor. Suppliers shall only procure parts from

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approved and verified sources and must retain documentation demonstrating authenticity and conformity. These requirements are consistent with the counterfeit parts prevention criteria outlined in AS9120B, ASA-100, and FAA AC 00-56, and apply to all parts supplied to Stratus Aero Partners, including those provided by sub-tier suppliers.

## 7. Change Notifications

Suppliers are encouraged to provide advance written notice to Stratus Aero Partners business units regarding any planned changes to processes, products, services, or certifications that could impact traceability, conformity, or regulatory compliance. While formal approval may be required in certain cases, early communication helps ensure alignment with quality and contractual requirements plus supports continued partnership and transparency.

## 8. Flow-Down of Requirements

Suppliers are responsible for flowing down all applicable customer, statutory, and regulatory requirements to their sub-tier suppliers to ensure full compliance throughout the supply chain. This includes any specific requirements communicated by Stratus any Aero Partners business unit related to product conformity, documentation, and regulatory obligations.

#### 9. Record Retention

- All quality/traceability records must be retained for 7 years unless otherwise specified. - Records must be accessible upon request.

## 10. Product Safety and Awareness

Suppliers must ensure personnel understand: - Their role in product/service conformity - Their responsibility for product safety - The importance of ethical behavior

- 11. Packaging & Preservation
- Products must be protected from damage/deterioration Electrostatic-sensitive items must be identified and packaged accordingly Hazardous materials must comply with DOT, IATA, or IMDG standards
- 12. Repair Order Compliance
- Repairs must be completed by certified FAA/EASA repair stations Each shipment must include a signed return-to-service document (e.g., FAA 8130-3 or EASA Form 1)

### 13. Packaging and Handling

Suppliers must ensure all products are packaged, handled, and preserved to maintain part integrity and prevent damage, contamination, or deterioration. This includes: - Foreign Object Debris (FOD) prevention controls to ensure items are free of contamination. - Moisture and electrostatic protection as applicable to sensitive components. - Hazardous materials must comply with applicable DOT, IATA, and IMDG regulations and be clearly labeled.

### 14. Shelf-Life and Life-Limited Parts

Suppliers must clearly identify all shelf-life and life-limited parts with expiration dates, cure dates, or remaining life. Items must meet the minimum remaining shelf life required at time of delivery. Suppliers are responsible for verifying and documenting part usage history and the remaining life for all life-limited items.

# 15. Vendor and Supplier Control

Suppliers and vendors must be approved by the Stratus Aero Partners business unit they are transacting with prior to acceptance of any parts or services. They are subject to performance monitoring, including evaluations based on delivery, quality, documentation, and responsiveness. Poor performance may result in conditional approval, suspension, or removal from the approved supplier list.

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- 16. Delivery & Acceptance
- Timely delivery is mandatory Late shipments or incomplete documents may be rejected Stratus Aero Partners reserves the right to reject nonconforming items
- 17. Stress, Heat, and Environmental Exposure Certification

All parts must include a signed certification that states: "The part has not been subjected to extreme stress, heat, or environmental exposure unless disclosed, and has not been installed on any public aircraft—including government or military—unless clearly documented."

18. Surplus Parts Procurement

Distributors of surplus parts must maintain documented systems that ensure proper identification and traceability of all parts, including those that may have been subjected to conditions of stress, heat, or environmental exposure. Any part represented as having complied with an Airworthiness Directive (AD) must be accompanied by full documentation, including the AD number and amendment, the date and method of compliance, and the signature and date of the person certifying compliance. Furthermore, any parts identified as overhauled, repaired, or modified must be supported by signed and dated documentation that clearly substantiates the condition and service status of the part. This documentation must originate from an appropriately authorized repair station or qualified entity, in accordance with regulatory and industry requirements.

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