**SUPPLIER/SUB CONTRACT PURCHASING AGREEMENT**

SUPPLIER NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ CONTACT DETAILS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This agreement outlines our requirements in relation to the purchasing of materials and services in accordance with AS9100/ ISO 9001 Quality Management System requirements.

This must be signed by the Supplier and FOXANO Ltd. or agreement denoted by subcontractor/supplier, by acceptance of FOXANO Ltd. order before supply of materials, products and services can commence.

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| Requirement |  Requirements. | Additional Note/s |
| Name or other positive identification, and applicable issues of specifications, drawings, process requirements, inspection instructions and other relevant data. | FOXANO Ltd. will supply copies of all applicable documentation and specifications applicable to the product or service requested. | Supplier to control all documentation and ensure confidentiality as notified.Supplier to ensure they are holding the correct issue and dispose of all OBSOLETE documentation in a secure manner. |
| Approval of Product | All products produced on behalf of FOXANO Ltd. must be inspected and tested against our specified performance criteria. | Evidence of inspection and testing and final approval must be forwarded with each batch, as requested in Purchase Orders.Supplier will be notified of any statistical techniques (e.g. sampling plans) to be used in conjunction with product inspection and test. |
| Non Conforming product. | Supplier must notify FOXANO Ltd. of any significant non conformance which affects the product.Supplier must notify FOXANO Ltd. of any significant non conformance which affects products already delivered. | Concessions can only be granted with main customer approval (where applicable) and must be signed by FOXANO Ltd. and the Supplier.Copy of concession to be held FOXANO Ltd. and Supplier. |
| Corrective Action | Supplier must issue FOXANO Ltd. with details of corrective action taken on problems notified to the supplier. | FOXANO Ltd will issue supplier with details of non conformances using a Supplier Corrective Action Report (SCAR Form) |
| Approval of procedures | Any procedures requiring approval will be notified to the Supplier in PO. | Two copies of procedures must be forwarded to FOXANO Ltd. for approval. After approval one signed copy will be returned to Supplier. |
| Approval of processes | Any processes requiring approval will be notified to Supplier in our PO. Arrangements for approval will be detailed.NOTE: Supplier must use customer-approved special process sources when notified by FOXANO Ltd.Details of source/s will be forwarded to Supplier as part of our purchasing process.  | FOXANO Ltd. will visit Supplier to approve processes, as appropriate.NOTE: It is a requirement that the Supplier notifies FOXANO Ltd. of any process changes which may affect the product/service ordered by FOXANO Ltd. |
| Risks | FOXANO Ltd. expects its suppliers to identify risks to supply and put in place measures to eliminate or minimise risk. | FOXANO Ltd. will inform supplier of any specific risk assessments required in relation to product or service being supplied in our Purchase Order. |
| Approval of equipment | Any equipment requiring approval will be notified to Supplier in PO.Arrangements for approval will be detailed. | FOXANO Ltd. will notify Supplier of approval. |
| Calibration  | All measuring and test equipment used must be in a current state of calibration | If FOXANO Ltd. supplies any measuring or test equipment its calibration will be controlled by FOXANO Ltd.. |
| Certificate of Conformance (C of C), Material/ Certificates | Requirement for C of C and relevant material certificate will be stated in PO | C of C must be signed by Supplier’s Quality representative and state that products/materials have been inspected and or tested and meet FOXANO Ltd. and/or customer specification. |
| Qualifications of personnel | Any specific Qualification relating to personnel will be stated in PO. | Qualification of personnel will only apply when specified by FOXANO Ltd. Customer. |
| Record Control | All records created by and /or retained by Suppliers in relation to our product must be controlled.  | All records created by Suppliers must be controlled and held for at least 11 years. Records must be available to our customers and Regulatory Authorities on request. |
| Quality Management System requirements | Any specific requirements relating to Quality Management System (QMS) will be stated in PO. | It is preferred for the Supplier to hold AS 9100/ISO 9001 or equivalent certification for its QMS. |
| Performance Monitoring and measuring | FOXANO Ltd. measures supplier performance in relation to Quality/Delivery/Cost and Dealing with problems. | The supplier will be notified when their performance falls below expected performance and will be required to issue FOXANO Ltd. with an improvement plan on actions taken to improve performance to an acceptable level. |
| Counterfeit Parts/Materials | FOXANO Ltd. requires its suppliers to have a process in place to prevent the use of counterfeit parts or materials or supply of same to FOXANO Ltd. | A copy of Counterfeit Policy must be supplied to FOXANO Ltd.  |
| Ethical Behaviour | FOXANO Ltd. expects its suppliers to have in place ethical policies and practice these in their company operations.It is also expected that these policies are flowed down to their suppliers/sub contractors. | Copies of policies should be forwarded to FOXANO Ltd. when requested in a Purchase Order or Supplier Questionnaire. |
| Contribution to product safety | It is expected that all relevant employees are made aware of their contribution to product safety and have been provided with Foreign Object Debris (FOD) training. | Supplier will be made aware of any safety critical items on the Purchase Order or on drawing or specification supplied. |
| Right of access | FOXANO Ltd, its customer or Regulatory Authority reserves the right to visit their Suppliers and 2nd tier Suppliers involved in the order to carry out an audit or investigate a complaint. | Arrangements for visit will be agreed with Supplier by FOXANO Ltd. |

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| I am in agreement with above purchasing requirements which will be applied to all FOXANO Ltd. orders.Signed by Supplier:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signed by FOXANO Ltd. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:  |