

GENERAL TERMS AND CONDITIONS OF PURCHASE

GENERAL

All Purchase Orders of goods and repair services made by TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA are regulated by these General Terms and Conditions of Purchase, also available on the official website of TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA (www.tap-mro.com).

TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA's General Terms and Conditions of Purchase shall prevail and shall override any General Conditions of Sale of the Supplier.

The Supplier acknowledges these General Terms and Conditions of Purchase from the moment of Acceptance of the Purchase Order. Alternatively, if the Supplier has already received these General Conditions of Purchase in its previous commercial relations with TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA, they will be considered, for all intents and purposes, to be known by the Supplier when supplying the good or service contained in the Purchase Order, without prejudice, in this case, of the obligation of the Supplier to read or download the available version on the official website of TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA.

By accepting the Purchase Order, the Supplier will automatically:

- Acknowledge that it holds and fully understands all necessary information for the fulfillment of the Purchase Order;
- Acknowledge its capacity to fulfill the Purchase Order;
- State the corresponding Order No. on all invoices and other papers and correspondence in regards of this order.

Any possible incompatibilities, doubts, mistakes or omissions in the Purchase Order must be explicitly presented to TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA in writing, within 3 days of receipt of the Purchase Order. The established and communicated deadlines will not be affected by these incompatibilities, doubts, mistakes or omissions; therefore, they will not be changed.

Any variations of the Purchase Order proposed by the Supplier must be expressly approved by TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA in writing and, when done after the acceptance of the Purchase Order, the Supplier shall not undertake any such variations without an explicit written agreement by TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA, all this without prejudice of the responsibilities accepted by the Supplier.

TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA assumes no responsibility for goods shipped without a signed TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA's Purchase Order.

ACCEPTANCE OF PURCHASE ORDER AND PAYMENT

The Purchase Order is deemed accepted upon the receipt of the acknowledgment copy duly signed.

For a period of 60 days after receipt of the material, TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA reserves the right to reject and to return to Seller, at his expense, any material which is not in conformity with the order and this without prejudice to the right to claim damages.

However, for all merchandise which must be analyzed or tested in laboratory, this period will be extended from 60 to 90 days.

In case of nonconformity with the order, TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA reserves the right to request reimbursement of all expenses incurred as a result of the analysis.

Payments will be processed in 30 days from the date of the invoice and after good receipt of goods.

All payments, even partial, are made on the condition that the material is found to be acceptable.

In case of partial payment, the invoice must be sent within 10 days prior to payment to the following address:

TAP – Transportes Aéreos Portugueses
Manutenção e Engenharia
Fornecedores / Edifício 25 - Sala 323
CX. Postal 50194
1704-801 – LISBOA
Email: fornecedores.me@tap.pt
(Hard copy must always be mailed to the above address even when sent by email)

DELAY AND DEFAULT

Whenever anything delays or threatens to delay the timely performance of the Purchase Order, Supplier must immediately notify TRANSPORTES AÉREOS

PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA in writing of all relevant information with respect to such delay.

In the event Supplier for any reason anticipates any difficulty in complying with the required delivery date or any of the other requirements of the Purchase Order, Supplier shall promptly notify TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA in writing. In the event of a delivery delay, non-delivery or any other default by Supplier in meeting the requirements of the Purchase Order, TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA may terminate the Purchase Order without further compensation.

PRICES

Prices stated in a Purchase Order are firm and fixed and not subject to any escalation.

Supplier warrants that the prices charged for the goods or services delivered under the Purchase Order are not more favorable to Supplier, than those usually charged and imposed by Supplier, for similar volumes of similar goods or services.

QUALITY MANAGEMENT SYSTEM

Supplier shall ensure that its personnel are competent and have the required skills, qualifications and training necessary to perform the work and to manufacture the goods that are the subject of the Purchase Order. Appropriate records of education, training, skills and experience shall be maintained.

Supplier and all of its suppliers shall maintain a quality management system, preferably one approved by EASA, FAA or certified in accordance with ISO 9001 or AS/EN 9100 series. Items supplied shall meet the requirements of the applicable technical specifications and documentation (drawings, specifications, standards, etc.). It shall be the sole responsibility of the Supplier to monitor that the technical specifications regarding materials, methods, form, fitness and function are observed, whether or not the items have been manufactured by Supplier or by any of Sub-tier Suppliers.

Suppliers must have implemented a system for reporting defects and unairworthy conditions, where applicable.

All materials or articles ordered may be subject to:

- inspection during the period of manufacture;
- inspection prior to shipment.

Controls must be implemented in order to prevent the supply of counterfeit and suspect unapproved parts.

QUALITY DOCUMENTATION

In supplying the goods the Supplier certifies that goods conform to the requirements and specifications of the Purchase Order.

It shall be the Supplier's responsibility to issue a certificate of conformance making a statement of quality and conformance regarding the supplied goods.

The format and content of release documentation and quality records will include, when applicable, but not be limited to, the following:

Life Limited Part	Service Life Limited Component	Repairable/ Recoverable Part	Expendables		
			Aircraft Material	Standard Part	Raw Material
A	A	A	A	B	B

A – EASA Form One or FAA FORM 8130-3 or Dual EASA Form One or Dual FAA FORM 8130-3, as required by TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA

B – Certificate of conformance

PERFORMANCE REVIEWS

TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA reserves the right to perform periodic Supplier performance reviews, measuring and providing feedback to Supplier in terms of quality, performance, delivery, responsiveness and communication. These reviews are performed as part of TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA's continuous improvement processes. Supplier is expected to participate in these reviews, providing corrective action plans to improve its performance, as required.

RECORDS CONTROL

Supplier shall maintain a documented procedure, maintaining and controlling quality records in accordance with acceptable quality system standards.

Unless otherwise approved by TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA in writing, Supplier shall maintain all records that provide objective evidence of compliance to TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA's Purchase Order requirements for a minimum of 3 years after the last delivery of products and services.

Supplier shall control either the documents distributed by TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA and the flow down of data to their own Suppliers / Sub-tier Suppliers.

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All documentation must remain legible and readily identifiable. The use of correction fluid on all forms of documents/records is not allowed. Documents with unauthorized alterations are invalid.

TRACEABILITY

Where appropriate, Supplier shall identify the product by suitable means throughout product realization.

The system implemented by Supplier must make it possible to trace all products manufactured from the same raw material batch or from the same production batch, as well as the final destination (delivery, scrapping) of all products from the same batch and maintain the identification of the products throughout its life cycle.

Supplier must establish and maintain written procedures for suitably identifying the product from receipt through production to delivery.

INSPECTION

TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA reserves the right to inspect or test any goods or services supplied. In the event any of the goods is found to be defective or otherwise not in conformity with the requirements of the Purchase Order or this General Terms and Conditions of Purchase, TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA shall have the right to reject the same or require that such goods be corrected or replaced promptly with satisfactory goods.

If TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA rejects the goods or if Supplier, when requested by TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA, fails to proceed promptly with the replacement or correction thereof, TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA may either terminate the Purchase Order for default or may replace or correct such goods and, in either event, may charge Supplier the cost of replacement, correction and all other damages incurred by TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA thereby.

PRODUCT QUALITY NOTIFICATION

Where Supplier suspects that non-conforming product may have been shipped to TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA, Supplier shall immediately provide written notification to TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA.

When Supplier identifies non-conforming product prior to the shipment and wishes to obtain concession or deviation permission for its use or acceptance, Supplier shall immediately provide written request and obtain TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA's final disposition of the non-conforming product applicable to the purchase order.

RIGHT OF ACCESS

The Supplier will allow reasonable access to the company premises for TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA staff engaged in surveillance or other investigative activities, which may include examination of the Quality Management System, products and processes and associated records. Such assessments may also flow down to include the Sub-tier Suppliers as considered necessary.

The Supplier will also allow full and free access to TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA's customers and regulatory bodies to perform investigations on products and parts. Records, specifications and other related documents must be made available to support these activities. The performance of these duties does not relieve the Supplier of his contractual quality obligations and responsibilities.

AUDIT

Supplier will permit TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA's auditors and aviation authorities to have access at all reasonable times to Supplier's documentation and other pertinent records and Supplier will require each of its Sub-tier Suppliers to do likewise with respect to their documentation and records. Supplier and each Sub-tier Supplier will also furnish other information as may be needed by TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA's representatives in auditing compliance.

Supplier shall provide written responses and summaries of actions as a result of audits or corrective actions raised by TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA.

PRODUCT LIFE

Product with a shelf life shall be delivered to TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA with a remaining potential, at least equal to 70% of their life expectancy. For this purpose the date of manufacture and expiry date shall be clearly shown on the product or associated documents.

Any exception to these requirements shall be mutually agreed in writing with TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA.

SAFETY

All goods provided by Supplier must be delivered in a manner that conforms to procedures intended to prevent accidents and personal injury. Shipping containers for hazardous chemicals or flammable materials must be labeled in accordance with applicable laws to facilitate proper handling and storage.

An appropriate material safety data sheet (MSDS), if required by law, will precede or accompany each shipment of Supplier. Any changes to the MSDS must be submitted as soon as possible in writing to TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA.

PACKAGING AND DELIVERY

The goods shall be properly packed and secured in such a manner as to reach their destination in good condition having regard to the nature of the goods and any other relevant circumstances. All products shall be delivered clean and uncontaminated.

Where applicable, the goods shall be packaged, labeled and transported in accordance with any international agreements. For instance all electro-static sensitive devices (ESD) shall be properly packaged to provide protection from electrostatic discharge. All sensitive products shall be clearly identified with an ESD warning.

Products requiring specific environmental conditions (storage temperature, relative humidity, ventilated environment, etc.) shall be stored and transported in accordance with the applicable regulations.

Delivery will be made in the quantities and at the times specified in the Purchase Order. The Supplier agrees to deliver the material on the Buyer requested date and within the period indicated on the order. If the Supplier fails to comply as above mentioned, TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA reserves the right to cancel, without previous notice, the order entirely or partially. In this event, the Supplier shall refund all advance payments which he may have received.

TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA is also entitled to claim indemnity of prejudice caused by the failure to supply the material on the requested date.

DATA

Supplier agrees not to use or disclose any data, designs or other information furnished by or belonging to TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA, except in performance of the Purchase Order. Upon TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA's request such data, designs or other information, and any copy thereof, shall be returned to TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA.

ORGANISATION CHANGE NOTIFICATION

Suppliers are required to notify TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA of any change to the organisation (i.e. Management, Facility Location, Changes of Suppliers, Process Change, or Changes in Product) and obtain written acknowledgment from TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA.

WARRANTIES

Supplier warrants that goods, including material and workmanship, supplied under the Purchase Order:

- shall be of the highest grade and quality unless otherwise specified by TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA in writing;
 - shall not be less than merchantable and fit for the particular purpose(s) known by or disclosed to Supplier;
 - shall meet specifications, drawings, or standards agreed upon or samples submitted or approved by TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA; and
 - shall conform to any referenced additional documents.
- e. prior to delivery from the Supplier, all material should be inspected and released in accordance with the conditions of the National Aviation Authority of the Country of origin (FAA, CAA, etc.) whenever such conditions apply.

Supplier agrees, at its own expense and whenever and as often as requested by TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA, to furnish and deliver to TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA evidence, in form and substance satisfactory to TRANSPORTES AÉREOS PORTUGUESES, S.A. – MANUTENÇÃO E ENGENHARIA, showing that each and all of said specifications, drawings, requirements and samples have been fully and completely met and that the articles supplied hereunder fully and completely conform to such specifications, drawings, requirements and samples.

These warranties are in addition to and not exclusive of any others which may be implied by law or custom.