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BAE SYSTEMS

Ref: YM/L/01.11.2019

11 March 2019

Jim Darrow
Elgiloy Speciality Metals
1565 Fleetwood Drive,
Elgin, Illinois,
USA,
60123.

For the attention of Jim Darrow - Managing Director.

Dear Sir or Madam,

BAE SYSTEMS, Regional Aircraft - Letter of Authorisation, Ref : RALOA/00485/3.

This letter constitutes an offer to include **Elgiloy Speciality Metals**, situated at the following site(s), **1565 Fleetwood Drive, Elgin, Illinois, USA, 60123**, on the BAE SYSTEMS Regional Aircraft Register of Evaluated Suppliers under the terms of your Third Party Approval(s) - Ref : **AS9100D & ISO 9001:2015** and certificate **CERT-0123731 & NADCAP (Heat Treatment & Material Testing)**.

All items delivered by your company to BAE SYSTEMS Regional Aircraft must be accompanied by a Certificate of Conformity signed by those signatories nominated in the list of approved signatories provided by you and must always quote your Letter of Authorisation reference number (RALOA/00485/3) in the remarks box.

All suppliers entered on our register are subject to periodic review which, in the case of your approval, is due **06/03/2022**. This Letter of Authorisation does not confer Direct Ship Authority and is therefore only applicable in furtherance of BAE SYSTEMS (Operations) Limited, BAE SYSTEMS, Regional Aircraft purchase orders. Please also note that this offer, should it be accepted, does not guarantee that BAE SYSTEMS Regional Aircraft will place any orders on **Elgiloy Speciality Metals**.

Terms and conditions associated with this Approval are shown at Appendix 1 on the reverse of this letter. **Elgiloy Speciality Metals** shall be deemed to have accepted these terms, and the conditions set out in this letter, unless you advise otherwise within 28 days of the date of this letter. Should you require any further information, please do not hesitate to contact me David Finnie, at BAE Systems, on Tel No. 01292 675308.

The Scope of this approval is for the categories of parts contracted by BAE SYSTEMS Regional Aircraft and included in our IPC or stated in our Purchase Order in conjunction with the general description contained in your **AS9100D & ISO 9001:20015** certificate **CERT-0123731**.

Yours faithfully,
For and on behalf of
BAE SYSTEMS (Operations) Limited,
BAE SYSTEMS, Regional Aircraft

P.P. 

David Finnie
Quality Assurance Manager

Copy to Richard Omiotek - Quality Manager

Appendix 1 – Terms and conditions of Approval

1. The Quality Manager of BAE SYSTEMS Regional Aircraft must be advised immediately, in writing, of any proposed changes to company name, third party accreditations, premises, or test facilities applicable to this approval in order for any quality re-approval requirements to be assessed. BAE SYSTEMS Regional Aircraft reserves the right to review continuance of approval as a result of any such changes.
2. Materials and services **not** provided by BAE SYSTEMS Regional Aircraft may be obtained from your approved suppliers. All pertinent RA requirements shall be cascaded to your suppliers accordingly. Hence, it is incumbent upon you to maintain a supplier assurance system for the periodic review and approval of such suppliers.
3. Periodic reviews of your Management System, Product(s) and/ or Process (es), and those of your approved suppliers, may be undertaken by authorised representatives of BAE SYSTEMS Regional Aircraft who will require access to your, and your suppliers premises at all reasonable times. (This access shall also be extended to BAE SYSTEMS Regional Aircraft customers and regulatory authorities). The Quality Manager of BAE SYSTEMS Regional Aircraft may additionally direct that reviews addressing specific areas of activity be undertaken when he considers circumstances so warrant. Non disclosure agreements may apply.
4. All suppliers to BAE SYSTEMS Regional Aircraft shall have their own Alerts and Recalls process that identifies what actions are required when notifying BAE SYSTEMS Regional Aircraft, or their approved suppliers to whom you sell material, about suspect or non-conforming material. This shall be notified to within 72 hours of the incident being highlighted along with supporting evidence available. Full details and further supporting evidence shall be supplied as it becomes available.
5. Test Reports and supporting data for the initial and batch mix, i.e. Mill Certificate covering composition and mechanical testing, shall be retained in accordance with the requirements of EN9130 and shall be made available to BAE SYSTEMS upon request.
6. Material composition and mechanical properties shall be designed to Material Specifications based upon recognised British or International Standards or BAE Material Specifications.
7. The raw material producer shall assure conformance to the applicable material specification by issuing a Certificate of Conformity declaring same and by providing a Mill Certificate to demonstrate compliance via recorded data confirming composition and mechanical properties.
8. Testing shall be conducted using approved methods and equipment traceable to recognised British or International Standards as stated in the applicable Material Specification.
9. Heat Treatment, Solution Treatment or Processing operations, e.g. Stretching, Rolling, Extrusions, Forged Plate, shall be performed in a way to ensure the final material properties meet the requirements of the applicable Material Specification in accordance with your own proprietary process methods unless specified procedures are quoted in the Material Specification.
10. The Scope of this approval is for the categories of parts contracted by BAE SYSTEMS Regional Aircraft and included in our IPC or stated in our Purchase Order in conjunction with the general description contained in your *AS9100D & ISO 9001:2015* certificate *CERT-0123731 & NADCAP (Heat Treatment & Material Testing)*.
11. BAE SYSTEMS Regional Aircraft's Standard Terms and Conditions of Purchase shall apply in conjunction with the terms set out herein respect of any purchase order submitted by BAE SYSTEMS Regional Aircraft to the supplier. In the event of any inconsistency between the terms of this letter and the aforementioned standard terms and conditions of purchase then the terms of this letter shall take precedence. The combined terms and conditions as set out in this clause shall apply exclusively to any work performed by the supplier at the request of BAE SYSTEMS Regional Aircraft and any terms and conditions imposed by the supplier will only be effective if both parties agree in writing in advance.
Where the approval arrangements permit sale directly to intermediate or end users, the seller's own terms shall apply per trading agreement with their customer.