

## STANDARD TERMS AND CONDITIONS

1. **Differing Terms and Condition of Sale.** Buyer hereby gives notice of its objection to and shall not be bound by any difference or additional terms and conditions. Buyer's awarding of this contract to Seller is expressly conditioned on Seller's assent to the terms and conditions detailed herein, as such terms and conditions as are expressly accepted by Buyer in writing. Receipt by Buyer of the attached acknowledgement copy herein, or (if such products are to be specially manufactured for Buyer) to constitute such assent by Seller. These terms and conditions supersede any prior or contemporaneous agreements or correspondence between Buyer and Seller. No waiver of, nor amendment or addition to, any such terms and conditions shall be binding unless it is in writing and signed by all authorized Buyer representative.
2. **Assignment; Subcontracting.** Seller shall not assign this order without the prior written consent of the Buyer and the rights of any permitted assignee shall be subject to all set-offs, counterclaims, and other comparable rights arising hereunder. Any assignment by Seller without such written consent shall be null and void. Seller shall also not, except in the case of raw materials or standard commercial items or except as otherwise agreed in writing by Buyer, delegate or subcontract all or substantially all of the work on any product to be supplied hereunder.
3. **Substitutions; Extras.** No substitutions of materials may be made without Buyer's prior written consent. No charges for extra will be allowed unless such extras have been ordered in writing by Buyer and the price therefore agreed upon.
4. **Information.** Any designs, drawings, specifications, or other information furnished by Buyer to Seller shall be deemed to be confidential to Buyer and have been furnished solely for the performance of this order. All such information shall also be subject to any separate Confidentiality and Use Agreement between Buyer and Seller. However, any designs, drawings, specifications, or other manufacturing information delivered by Seller to Buyer may be used by Buyer for any purpose whatsoever. The foregoing shall apply notwithstanding the presence of any contrary statement on any of such information provided by Seller.
5. **Terms of Payment.** The date of payment shall be computed from the later of (I) Buyer's receipt of an acceptable invoice or (II) Buyer's receipt of the products in correct quantity, together with any required documents, in apparently good order. Drafts will not be honored.
6. **Compliance with Laws.** Seller's performance of work and all products to be delivered shall be in accordance with any and all applicable executive orders and federal, state, municipal, and local laws, ordinance, rules, orders, requirements, and regulations.
7. **Title and Risk of Loss.** Title to and risk of loss or damage to each product or part to be delivered shall pass from Seller to Buyer upon delivery of such product or part at the designated FCA point.
8. **Inspection and Test.** All product and work in progress shall be subject to inspection and test at all times and, when practicable, during manufacture as Buyer may direct. If any inspection or test, whether preliminary or final is made on Seller's premises, Seller shall furnish, without charge, all reasonable facilities and assistance for safe and convenient inspections and tests required by the Buyer's inspectors. All inspections and tests shall be performed in such manner as will not unreasonably delay the work. Buyer shall have the right to charge any additional cost of inspection and test when articles are not ready at the time inspection is requested by Buyer. Seller shall work within, and inspect to, tolerances and limitations specified on drawings and specifications covering the work and shall make such tests as are specified, unless prior deviation there from is authorized in writing by Buyer. All products shall be subject to final inspection by Buyer after receipt by Buyer at destination. If product supplied or work performed by Seller is found to be defective, Buyer shall have the right to either require the prompt correction thereof by Seller, or correct the defect itself, at Seller's risk and expense. Buyer may back charge Seller for the cost of any corrections. If correction of such product or work is impracticable, Seller shall bear all risk for such defective product and/or work and shall, at its own expense, promptly make all necessary replacements. If Seller fails to make such replacements promptly, Buyer may procure alternate replacements and back charge to Seller all costs and expenses in current thereby. Final inspection and acceptance by Buyer shall be conclusive except for latent defects, fraud, or such gross mistakes as amount to fraud, or for any rights provided under any warranty.
9. **Changes.** Buyer shall have the right, from time to time, by its written Change Notices, to make changes or additions, within the scope of this order, in or to (I) the drawings, specifications, or instructions for the work, (II) the quantity, or (III) the time or method of delivery or shipment. Should any change so ordered cause a material increase or decrease in the cost of, or the time required for, the performance of any part of the work, an equitable and adjustment shall be made in the order price or time of performance or both. Seller shall, however, as a condition precedent to any right to such adjustment, submit its written claim for such adjustment to Buyer within thirty (30) days after its receipt of Buyer's Change Notice or after any other action of buyer which Seller considers to constitute a change. Seller shall, unless written instructions to the contrary have been received from Buyer, proceed with the work as changed without interruption and without awaiting settlement of any such claim.
10. **Delivery Delays.** The time or times of delivery specified in this order are of the essence of this order. The delivery date(s) on this purchase order has been agreed upon by both the Buyer and Seller. If for some reason the Seller is unable to meet the original date or subsequently agreed to date and an air courier or some other method of transportation not specified by the Buyer at the time of placement has to be used, it shall be the Seller's responsibility to pay any additional transportation costs. The above stipulation does not apply to an original or previously changed delivery date which has been changed by Buyer from the original or previously changed date unless the Seller, after agreeing to meet the changed date, is unable to meet that date. Delay in delivery will be excused only if (I) such delay is due to strike, fire, wind, storm, riot, act of God, or other unforeseeable cause beyond the reasonable control and without the fault of negligence of Seller and if (II) Seller shall have notified Buyer in writing of the existence of such cause within five (5) days after the Seller knew or should have known that such cause will result in a delay in delivery. No delivery hereunder shall be made more than seven (7) days prior to the agreed upon delivery date, and Buyer shall have the right to return earlier deliveries at Seller's risk and expense or to charge to Seller any additional costs sustained thereby.
11. **Termination; Cancellation.** (a) Buyer shall have the right to terminate this order in whole or in part by written or telegraphic notice whenever it deems such action to be in its best interests. In the event of any termination, other than a cancellation for default of Seller, and only in such event, if Seller, at the time of such termination shall have in stock or on firm order, any raw, semi-processed, or completed materials for use in fulfilling this order, then (I) in the case of completed materials Buyer may either require delivery of all or any part of the completed materials and make payment therefore at the order price or (without taking delivery thereof) pay Seller the excess, if any, of the order price over the market price at the time of termination; and (II) in the case of raw or semi-processed materials, Buyer may either require Seller to complete and deliver all or any part of such materials at the order price, or (without taking delivery thereof) pay Seller with respect to such raw or semi-processed materials which are properly allocable to this order a proportion of the order price based on the stage of completion of such materials reduced by the value of such materials at such stage of completion; and (III) in the case of materials which Seller has on firm order for use hereunder, Buyer either take an assignment of Seller's rights under such order or pay the costs, if any of settling or discharging Seller's obligations under such order. (b) The preceding paragraph (a) shall not limit any legal rights of Buyer to cancel this order and recover any damages occasioned thereby by reason of default by Seller. Buyer shall also have the right to cancel this order without liability for articles not accepted by Buyer in the event Seller commits any act of bankruptcy, files or has filed against it a petition under the Federal Bankruptcy Act, suffers any receivership or other similar petition to be filed for or against it, or makes a general assignment for the benefit of its creditors.
12. **Warranty.** Seller expressly warrants that the products or services to be delivered or performed hereunder will comply with the descriptions set forth or incorporated by reference herein, will be free of defects in workmanship or material, will be merchantable, and will be fit for such purposes as are expressed in, or reasonably inferable from, the specifications, drawings, or other descriptions which are a part of this order for a period of thirty-six months after the date of delivery by Seller or twenty-seven months after such items are first put into service by Seller's customer, whichever first occurs, unless a different warranty period is specifically set forth in a superseding provision of this order.
13. **Liens.** Sellers shall delivery the products to Buyers free and clear of all liens, claims, encumbrances.
14. **Patents.** Except as provided below in this Article (14), Seller shall assume the defense of any suit for infringement of patents brought against Buyer or its vendees, mediate, based upon the products purchased hereunder constituting a patent infringement, and Seller shall indemnify Buyer and such vendees against any decree or cost in such suit. Buyer shall indemnify Seller, to the same extent and in the same manner set forth above, in the event that the products are supplied according to Buyer's designs or in the event that any infringement results from modification of the products by Buyer or (unless Seller is a contributory infringer) from combination by Buyer with products not purchased hereunder.
15. **Buyer-Furnished Property.** The following provisions shall, unless specifically otherwise agreed in writing, apply with respect to any and all tools, equipment, material or other property used in the manufacture of products for Buyer which are supplied to Seller by Buyer or are specifically paid for by Buyer. All such property is referred to as Buyer-furnished property. (a) Seller shall have the right to use all Buyer-furnished property without payment of rent in the performance of this order or of other work for Buyer but shall not, without Buyer's written consent, use the same on any work for others, including Seller's own work. (b) Title to all Buyer-furnished property shall at all times be and remain in Buyer. Seller shall, upon request of Buyer and without charge, execute such financing statements, security agreements, or other instruments as may be necessary to make Buyer's title a matter of public record. Title to any such Buyer-furnished property which is procured or manufactured by Seller shall vest in Buyer upon the earlier (I) acquisition or completion of manufacture by Seller or (II) payment for the same by Buyer. Seller shall pay any and all property taxes imposed as a result of such Buyer-furnished property being located at Seller's facility. (c) Seller shall keep all Buyer-furnished property separate from all other property and clearly marked to show Buyer's ownership and shall do all things necessary to preserve Buyer's title free and clear of all encumbrances. Seller shall, upon completion of its receipt and, if necessary, installation of any Buyer-furnished property, submit to Buyer an itemized inventory showing the description, location, and identifying marks of each item or group of similar items. (d) Buyer shall have the right to enter Seller's premises and inspect all such Buyer-furnished property at any reasonable time. Should Seller fail to perform the duties imposed upon it hereunder or should Buyer at any time have reason to believe that its title to, or right to the possession of, any Buyer-furnished property is threatened, Buyer shall have the right to enter Seller's premises and remove any or all such property, without the decree or order of any court. (e) Upon completion, termination, or cancellation of this order, Seller shall, on the request of Buyer, properly pack any or all of such Buyer-furnished property and ship the same, FCA. Seller's plant, to a destination designated by Buyer. Seller shall also segregate and collect in one location all Buyer-furnished material which is not actually contained in the finished parts and shall dispose of the same as Buyer may direct. (f) Seller shall, at its own expense, perform all maintenance work, repairs, and replacement which may be necessary with respect to any Buyer-furnished property so that the same may remain suitable for the use contemplated hereby and may be returned to Buyer in as good a condition as when received, except for reasonable wear and tear when received, except for reasonable wear and tear. Seller shall give Buyer prompt written notice of any Buyer-furnished property which has been supplied by Buyer to Seller and which, upon delivery to Seller, is found to be defective, and the correction or replacement of such defective property shall be accomplished at Buyer's expense. (g) Except in the case of Buyer-furnished property procured or manufactured by Seller, the risk of loss or damage to any and all Buyer-furnished property shall be borne by Seller from the time such property is delivered to Seller until such property is returned to Buyer. In the case of Buyer-furnished property procured or manufactured by Seller, risk of loss or damage shall be borne by Seller at all times until such property is delivered to Buyer. (h) Buyer shall not be liable for loss, damage, detention or delay resulting from causes beyond control, with respect to any Buyer-furnished property to be delivered by it to Seller. (I) Seller shall assume and indemnify Buyer against any and all liability for damage to property or injury to or death of persons including employees of Seller, arising from or incidental to the presence or use of Buyer-furnished property, whether such damage, injury, or death is caused by defects in the property, negligence in its use of otherwise.
16. **Occupational Safety and Health Act of 1970.** Seller warrants that any and all equipment and material delivered for or to Buyer or its designee and/or any and all work performed for Buyer on its premises or the premises of its customer under this order shall comply with all requirements of the Occupational Safety and Health Act of 1970, as the same may be amended from time to time, including any and all regulations adopted pursuant to such Act. Any and all chemical shipments must contain current copies of the correct material safety data sheets. The foregoing provision shall not be deemed to limit any other duty of the Seller to comply with statutes, orders, rules, or regulations.
17. **Toxic Substances Control Act of 1976.** Seller warrants that each and every chemical substance delivered under this order shall, at the time of sale, transfer or delivery, be on the list of

chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Section 8(b) of the Toxic Substances Control Act, (Public Law 94-469).

18. **Subcontracts Under Government Contracts, Equal Employment Opportunity, and DBE Utilization.** (a) When the products or services to be delivered or performed hereunder are for the purpose of enabling the Buyer to perform a government contract or subcontract thereunder, the Seller shall comply with all applicable provisions of Appendix C incorporated herein and made a part of this purchase order. (b) All subcontractors, vendors and suppliers are hereby notified that it is the policy of the Buyer to provide equal employment opportunity and to adhere to federal, state and local laws pertaining thereto. It is requested that appropriate action be taken on the part of all subcontractors, vendors and suppliers to insure adherence to such laws. Seller is expected to assist Buyer in meeting its commitment with regard to the maximum utilization of Disadvantaged Business Enterprises (DBE) if the value of this order exceeds \$100,000.00. Seller agrees to insure that DBEs have every opportunity to compete for subcontract work as required to meet the terms and conditions of this order, and shall make good faith efforts to insure that subcontracts for supplies and services to be provided under this order, equal to at least 10% of the price of this order, are placed with Disadvantaged Business Enterprises and Women-owned Business Enterprises. Documentation of these efforts, along with results, is to be submitted by Seller to Buyer at various intervals to be specified by the Buyer.

19. **Work on Buyer's Premises.** When Seller will send its employees onto Buyer's premises during the performance of this order, the additional supplementary terms set forth in Appendix D shall be a part of this order, and provided upon request if insurance cover is requested.

20. **General.** This order shall be governed by, and construed according to the laws of the commonwealth of Pennsylvania, not including, however, its laws with respect to choice or conflicts of law. Any legal action commenced under or with respect to this order must be brought in the federal, state or local courts for the Commonwealth of Pennsylvania. Unless the contrary is specifically stated, all rights and remedies provided herein shall be in addition to, and not in place of, those provided by applicable law. The titles of the articles set forth above are for convenience only and shall not be applied to limit or restrict the meanings of the same.

21. **Authority.** Wherever the word "Buyer" appears in this order with respect to authorization for such items as (i) assignment; subcontracting (ii) substitutions; extra (iii) changes and (iv) termination; cancellation, the word is deemed to mean, and only mean, Buyer's Purchasing Department. No other person or department of Buyer is so authorized to act. Claims by Seller for adjustments, increases and increments to price or for added costs resulting from the foregoing items will not be allowed unless the said authorization shall have been duly granted in writing by Buyer's.

22. **Availability.** Seller agrees to make available to buyer at all times duplicate units of the product and any renewal, repair and/or replacement parts therefore at fair and reasonable prices, based on prices for similar or equivalent items provided to other customers, prevailing at the time of the purchase by Buyer. Should Seller become unable or unwilling to supply to Buyer said product, and/or renewal, repair or replacement parts at any time within twenty (20) years following completion of this order, Seller shall furnish to Buyer, on an "as is", royalty free basis, Seller's manufacturing drawings, information, and data to enable Buyer to manufacture or secure the items from alternative sources, but only for the equipment and/or systems previously supplied by Buyer which utilize said product and/or renewal, repair and replacement parts.

23. **First Article Inspection.** In the event that a First Article Inspection is a requirement of this order, Document PIPPC-20-25-40-012820 applies and copies can be provided as needed.

24. **Bombardier Transportation Verification.** All production items on this purchase order require Bombardier Transportation verification utilizing one or more methods of inspection. The inspection methods are; source inspection at the supplier's facility, incoming inspection at our Bombardier Transportation facility, and inspection of supplied submitted information (information includes, but is not limited to, Certificate of Compliance, proof of supplier inspections, supplier and/or supplier parts certification, etc.). Each method assures all items on this purchase order fully comply with Bombardier Transportation requirements. Inspection methods are determined by, but not limited to, supplier capability, supplier performance, the criticality of the material or service, etc. if the supplier has any questions or concerns regarding Bombardier Transportation inspections, or changes to the type of inspection by Bombardier Transportation, the supplier must address and coordinate with the Bombardier Transportation buyer.

25. **Bombardier Changing Delivery Requirements.** The delivery schedule shown on this purchase order is a planned forecast. The forecasted delivery schedule is subject to change. Any changes to the forecasted delivery schedule will be communicated to the supplier by the Bombardier Transportation buyer. Confirmation of your receipt and acceptance to Bombardier communicated schedule changes must be received within 5 working days and acknowledged in writing to Bombardier Transportation Propulsion.

26. **AIR FREIGHT IMPORTS - WHEN AUTHORIZED BY THE BUYER** - Clause 90- AIR FREIGHT IMPORTS - Vendor to supply Commercial Invoices or Proforma Invoice indicating:

1. Material description and value of each item provided.
2. Country of origin marked on product or shipping package.
3. Harmonized Tariff Schedule Number (when known).
4. Specify Shipping Terms & conditions in accordance with Inco terms 2010.
5. Consign shipment based on the delivery address specified on the P.O.

Transit time 7 days from Europe; 10 days from Asia

27. **Ocean Freight Imports- WHEN AUTHORIZED BY THE BUYER** --Clause 91- OCEAN FREIGHT IMPORTS -Vendor to supply Commercial Invoice or Proforma Invoice indicating:

1. Material description and value of each item provided.
2. Country of Origin marked on product or shipping package.
3. Harmonized Tariff Schedule Number (when known)
4. Specify shipping terms & conditions in accordance with Inco terms 2010.
5. Consign shipment based on the delivery address specified on the P.O.

Transit time 30 days from Europe; 45 days from Asia

28. **New Ocean freight Regulations Effective January 26, 2010.** Effective January 26, 2010, there are new security regulations that must be followed for sea freight shipments entering a U.S. Port. Before material is loaded into a container at a foreign port, the importer of record (Bombardier) must file an ISF (Importer Security Filing) report with U.S. Customs. The report must contain the following information.

- 1) Manufacturer name and address
- 2) Seller name and address
- 3) Container stuffing location
- 4) Consolidator name and address
- 5) Buyer name and address
- 6) Ship to name and address
- 7) Importer of record number (I.R.S or customs assigned number)
- 8) Consignee number (I.R.S. Number)
- 9) Country of origin of the merchandise
- 10) Harmonized tariff number
- 11) Vessel Stow plan
- 12) Container status messages

A. If Bombardier is paying the sea freight charge, Bombardier wants to pick up the material at the vendor's dock using our freight forwarder UTI. UTI will obtain the necessary information from the vendor and file the report on our behalf. Contact UTI at: **BTSYSTEMS-PPC@go2uti.com**

B. However if the vendor is paying the sea freight charges, and the vendor wants to make their own sea freight arrangements because of some special terms on the purchase order. Then the vendor has to contact UTI at least 7 business days prior to the material leaving the vendor's dock so the necessary information can be obtained. Contact UTI at: **BTSYSTEMS-PPC@go2uti.com**

The material cannot leave the vendor's dock until authorized by UTI and the report is filed with U.S. Customs.

If the material is shipped without our knowledge, and the material arrives at the U.S. Port, a penalty fee of \$5,000.00 will be assessed to Bombardier by U.S. Customs and will be passed onto the vendor.

C. **NEW SOLAS Convention Regulation Effective July 1, 2016:** All shippers are responsible for verifying and providing the "Verified Gross Mass" ("VGM") of their shipments in advance of the stow planning to the shipping line. The shipper is responsible for 1) accurate cargo weight verification and 2) reporting of the VGM to the carrier. This can be included on the shipping document (either hard copy or EDI) given to the carrier. Ocean Carriers are prohibited by law to load packed containers without the VGM on any vessel bound to the SOLAS Convention.

29. **Delivery Instructions - General delivery information**

A. All shipments less than 150 lbs must go by Fed Ex 2nd Day or Fed Ex International Economy only. Please reference your purchase order to locate Fed Ex billing information. FedEx Waybills should include a reference to the Bombardier Purchase Order or WBS project number that you are shipping for. Transit time 1-2 business days; All priority shipments including airfreight shipments must have an STR (Special Transport Request) form authorized by a Bombardier Propulsion Manager and emailed back to [BTSYSTEMS-PPC@go2uti.com](mailto:BTSYSTEMS-PPC@go2uti.com) for approval. STR forms can be provided on request.

B. All domestic LTL shipments from 150 lbs to 6,000 lbs and less than 14' of floor space ship with ABF. For pick up call your local ABF terminal or [www.abfs.com](http://www.abfs.com).

C. **THE BILL OF LADING MUST INCLUDE:**

- a. a reference to the Bombardier Purchase Order or WBS project number that you are shipping for.
- b. and the following third-party billing information for the transportation charges:

Bombardier Transportation, c/o UTI Transportation Management, Attn: Freight Payment Department, PO Box 888815, Grand Rapids, MI 49588 USA

Transit time 2-3 business days; All shipments that require delivery sooner must have an STR (Special Transport Request) form authorized by a Bombardier Propulsion Manager and emailed back to [BTSYSTEMS-PPC@go2uti.com](mailto:BTSYSTEMS-PPC@go2uti.com) for approval. STR forms will be provided on request.

D. All LTL shipments for Canada from 150 lbs to 8,000 lbs and less than 14' of floor space ship with ABF. For pick up call your local ABF terminal or [www.abfs.com](http://www.abfs.com).

All Canadian shipments must be accompanied by the following documents:

- a. Customs invoice (including the name of our Customs Broker: UPS-SCS)
- b. Packing Slip
- c. NAFTA Certificate if applicable
- d. Bill of lading (including reference to the Bombardier purchase order or WBS project number, the name of our Customs Broker; UPS-SCS, and the following third party billing information for the transportation charges)

Bombardier Transportation, c/o UTI Transportation Management, Attn: Freight Payment Department, PO Box 888815, Grand Rapids, MI 49588 USA

E. Declared Value (Value for Carriage) should not be indicated on the bill of lading as an additional insurance premium will be charged to Bombardier by the carrier. Please contact UTI at [BTSYSTEMS-PPC@go2uti.com](mailto:BTSYSTEMS-PPC@go2uti.com), or your respective Bombardier buyer for instructions for high value shipments.

- F. All dedicated truck load and flatbed shipments [BTSYSTEMS-PPC@go2uti.com](mailto:BTSYSTEMS-PPC@go2uti.com) or call 616-855-1221. U.S. shipments will require delivery note/packing slip and Bill of Lading with the billing information referenced above. Canadian truck load and flat beds see required paperwork referenced in C above.
- G. When booking any shipment with UTI make sure you have the paperwork that was referenced above along with the following information:
- a. Number and type of packages
  - b. Weight and if the freight is stackable
  - c. Dimensions – Please include length, width and height
  - d. When the freight is available for pickup
  - e. Address and business hours of pick up location
  - f. Contact person and phone at pick up location
  - g. Address and business hours of delivery location
  - h. Contact person and phone at delivery location
- H. For Dangerous Goods Shipments, the Material Safety Data Sheets (MSDS) must be provided at all times, along with the Hazmat Bill of lading for ground shipments, International Maritime Organization Bill of Lading for ocean shipments or International Air Transport Association Airway Bill for air shipments. Please note that shipments from Bombardier Pittsburgh are sent to Craters Inc. which is our Dangerous Goods Packaging Center in the Pittsburgh area. (Contact [BTSYSTEMS-PPC@go2uti.com](mailto:BTSYSTEMS-PPC@go2uti.com) for more detailed information if needed.)

30. **Parts Marking.** Parts supplied under this purchase order must be marked in accordance with the requirements of the Bombardier Transportation Parts Marking Policy 3A6313. A copy of this document will be furnished upon request. (Note some items are exempt from this policy. See the policy for the exemptions.)

31. **HSE and Suppliers.** All suppliers must adhere to Bombardier Occupational Health, Safety and Environmental Roles as outlined in Bombardier Group document GRP-10-05-05-000174. The purpose of this document is to define the Health, Safety and Environment roles and responsibilities of the departments in Bombardier Transportation. This document is a guideline to define the structure and responsibilities of the sites and to assist the coordinator HSE to establish and adequate management system according to OHSAS 18001 and ISO 14001 or similar industrial standards. Copies can be provided upon request.

32. **Propulsion & Controls, IPPC Wood Requirements.** All solid wood skids and solid wood packaging must be heat treated and compliant with IPPC (International Plant Protection Convention). Unaffected by the IPPC rules are processed wood-packing materials such as plywood, particleboard, oriented strand board, and veneer, which have been created by using glue, heat, and pressure. Any shipment packaged with wood, imported or exported on behalf of Bombardier Transportation Propulsion will meet IPPC Wood Requirements. Internationally recognized IPPC markings must be visible on all skids or crates. The specific markings can be found in the IPPC Regulations. \*\* The IPPC markings must be shown twice on each pallet or crate.

33. **Returned/Repaired Materials** - For all materials returned to Supplier for repair/evaluation, Bombardier Transportation Propulsion requires that a Failure Analysis must be performed and returned to us. At a minimum, the Failure Analysis shall identify any inspections and tests conducted, what specific component or subassembly failed, what was done to repair or replace the material, and any conclusions as to the cause of the failure. A Failure Analysis Report must be submitted for each item, even if "no fault found" is the conclusion of the analysis. For recurrent and/or systemic failures, Bombardier Transportation Propulsion will require the supplier to submit a root cause and corrective/preventive action analysis report.