

Aviation Suppliers Association Accreditation Program (ASAAP)

The Aviation Suppliers Association (“ASA”) along with members of the aviation community have developed a Quality System Program, ASAAP, which is tailored exclusively for companies that sell aircraft parts. The Aviation Suppliers Association’s Standard (“ASA-100”) is globally recognized and listed as an acceptable quality system standard in the Federal Aviation Administration Advisory Circular 00-56 (latest revision), Voluntary Industry Distributor Accreditation Program (“FAA AC 00-56”).

The ASAAP was developed to support FAA AC 00-56(). A distributor that successfully passes and maintains the requirements of ASAAP will be provided with the necessary documentation to participate in FAA AC 00-56(). If the FAA should revise FAA AC 00-56(), then the ASAAP will also be revised in order to continue to support the requirements of FAA AC 00-56().

ASAAP provides participants with:

- Auditors that are highly experienced and respected Aviation Quality Audit Professionals;
- Audits conducted to ASA-100 which is a FAA AC 00-56() accepted standard;
- High quality with reasonable costs;
- Costs *includes* an Accreditation and Surveillance Audit(s);
- FREE Pre-Accreditation Audit for Members of ASA who register for an Accreditation Audit; and
- Upon successful completion of the Accreditation Audit, a Certificate that meets the requirements of FAA AC 00-56().

**Applicant does not have to be member of the Aviation Suppliers Association to participate in ASAAP.
Questions? Contact the Aviation Suppliers Association at (202) 347-6899.**

APPLICATION FOR ASAAP

This is an Application for ASAAP. The ASA has five (5) business days to reject any Application submitted. The Applicant will be notified of the rejection in writing, sent via the facsimile or US Mail. If the ASA accepts the Application then the terms of this Application are the terms of the contract between the Applicant and the ASA.

The Application for ASAAP is six pages. Applicant should contact the ASA before mailing the Application to verify that the Applicant has the correct version of the Application. If Applicant has more than one location with an inventory of parts, the Applicant must contact the ASA prior to registering, due to special fee and schedule requirements.

Read all information on the Application. In order to register for ASAAP, Applicant must agree to all provisions of the Application. *No contract will be accepted unless the Applicant agrees to all terms of the Application for ASAAP.* Applicant must initial, as a sign of acknowledgment and acceptance of the terms of the agreement, in the designated areas on each page.

Applicant must mail payment in US dollars for the appropriate amount (see page 2), and the signed and initialed Application form to: ASAAP, Aviation Suppliers Association, 2233 Wisconsin Avenue, NW, Suite 503, Washington, DC 20007. Checks/Money orders should be made to "Aviation Suppliers Association." If the Application is rejected, payment will be returned. Once the Application is accepted, all payments are non-refundable. An Applicant not located in the United States, may wire transfer the fee amount and should contact the ASA for details.

Payment may be completed by one of the following: check, money order or credit card. All payments must be in made in US dollars. Applicant using a credit card to fulfill the payment terms must provide credit card information in the payment section on page 3.

FEE AND EXPENSE TABLES - *Calculating the Fees and Expenses*

1. Find the appropriate table.

Description	Table Number
Accreditation for ASA Member Company	1
Accreditation for non ASA Member Company	2
Distributor seeking Re-Accreditation with one surveillance audit	3
Distributor seeking Re-Accreditation with two surveillance audits	4
Payment plan	5

2. **Pre-Accreditation Audit** – (optional) *Special rate for Members of Aviation Suppliers Association: Prepay for Accreditation Audit and receive a Pre-Accreditation Audit for only the costs of the travel expenses of the auditor.* Includes an on-site audit by a fully trained and qualified ASAAP auditor. The purpose is to help the Applicant conduct a pre-audit assessment in order to make sure the applicant is prepared for the Accreditation Audit. A Pre-Accreditation Audit does not guarantee a successful Accreditation Audit.
3. **Accreditation Audit** – Required for compliance with the ASAAP and AC 00-56. Includes the pre-visit review of the quality assurance/control manual as well as the on-site facility audit. Accreditation is limited for thirty-six (36) months in the FAA AC 00-56 and therefore ASAAP limits Accreditation to 36 months.
4. **Re- Accreditation Audit** – Before the Applicant's Accreditation expires, Applicant should re-apply for Accreditation using the Application for ASAAP. Applicant should submit the Application and payment; and arrange to have the Re-Accreditation Audit performed prior to the expiration of their initial Accreditation. Re-Accreditation Audit is referred to and governed by the same terms as an Accreditation Audit.
5. **Accreditation Surveillance Audit** – Two surveillance audits required for compliance with the ASAAP and FAA AC 00-56. Audits will be conducted between the eleventh and thirteen month; and twenty-third and twenty-fourth months after the Accreditation Audit is concluded.
6. **Re-Accreditation Surveillance Audit** – Required for compliance with the ASAAP and FAA AC 00-56. This audit will be conducted between the seventeenth and nineteenth month after the Accreditation Audit is concluded. Distributor may elect to have two surveillance audits (eleventh and thirteen month; and twenty-third and twenty-fourth months) during the thirty-six month term.
7. Fee includes four significant manual revisions over the accreditation period. Applicant that exceeds the allotted four manual revisions will be charge for any additional revisions at a rate of thirty-three dollars. For a definition of significant manual revision see Page 5 Sec. 4(b).
8. Applicant may pay the entire amount at time of submitting application or may use the payment plan as detailed in Table 5.

TABLE 1: Special Costs For First Time ASA Members Company

Company Size	Pre-Accreditation Audit: Fee/Expenses	Accreditation Audit (AA, SA1, SA2): Total Fee for Audits Received
10 or fewer employees	Audit fee is FREE! Only travel expenses	\$6200 USD plus travel expenses per audit
11-25 employees	Audit fee is FREE! Only travel expenses	\$7200 USD plus travel expenses per audit
26 or more employees	Audit fee is FREE! Only travel expenses	\$8200 USD plus travel expenses per audit

TABLE 2: Costs For First Time Non-ASA Members Company

Company Size	Pre-Accreditation Audit: Fee/Expenses	Accreditation Audit (AA, SA1, SA2): Total Fee for Audits Received
10 or fewer employees	\$1600 USD plus travel expenses	\$6200 USD plus travel expenses per audit
11-25 employees	\$1800 USD plus travel expenses	\$7200 USD plus travel expenses per audit
26 or more employees	\$2000 USD plus travel expenses	\$8200 USD plus travel expenses per audit

Companies going through a Re-Accreditation process can choose from one of the two tables. At minimum a company being re-accredited must select Table 3 (RA with 1 SA)

TABLE 3: Costs For Re-Accreditation After Initial 36 Months With One Surveillance Audit

Company Size	Re-Accreditation Audit (RA, SA): Total Fee for Audits Received
10 or fewer employees	\$3300 USD plus travel expenses per audit
11-25 employees	\$4100 USD plus travel expenses per audit
26 or more employees	\$4900 USD plus travel expenses per audit

TABLE 4: Costs For Re-Accreditation After Initial 36 Months With Two Surveillance Audit

Company Size	Re-Accreditation Audit (RA, SA, SA): Total Fee for Audits Received
10 or fewer employees	\$4800 USD plus travel expenses per audit
11-25 employees	\$5600 USD plus travel expenses per audit
26 or more employees	\$6400 USD plus travel expenses per audit

Initial payments can be made IN FULL unless a Payment Plan Option is requested.

TABLE 5: Payment Plan (subject to change)

Table	Payment Plan
All	100% along with application
All	66% along with application and 34% six months after accreditation
1&2	50% along with application and 25% six months after accreditation, and 25% twelve months after accreditation
3&4	50% along with application and 25% twelve months after re-accreditation and 25% eighteen months after re-accreditation
Auditor Travel Expenses	Due no more than 30 days after the invoice is issued

Fill-In the Below Information

Company: _____ Division of: _____

Contract Person: _____ Title: _____

Contact Person: _____ Title: _____

Mailing Address: _____

Physical Address: _____

Email: _____ Telephone: _____ Facsimile: _____

Using the definitions and costs listed above, (company name) _____ with _____ number of employees, requests (check appropriate box in front of service requested)

- only an Accreditation Audit with Two Surveillance Audits
- a Pre-Accreditation Audit, Accreditation Audit and Two Surveillance Audits
- a Re-Accreditation With One Surveillance Audit
- a Re-Accreditation With Two Surveillance Audits

at a cost of (calculate cost from chart) _____ plus travel expenses. We, the applicant, acknowledge that the amount enclosed does not include the travel expenses associated with the requested services and we agree to pay all travel expenses within thirty days of receiving the invoice from the ASA. We, the Applicant acknowledge that if we chose the payment plan we will pay the remaining fees according to the timeframe detailed in Table 5. We, the Applicant, acknowledge that we will have 21 days from the date of the scheduled audit to, if necessary, reschedule the audit without penalty. We, the Applicant, acknowledge that we will be assessed a charge equal to 10 percent of the audit fee in addition to any liquidated damages associated with the postponement and/or cancellation of scheduled audit, for any reason. All payments are non-refundable.

Please indicate your method of payment:

- Check/money order (insert check or money order number) _____
- Credit Card (place a check mark to designate credit card type and complete credit card information)
 - Visa MasterCard American Express

Credit Card #: _____ Expiration Date: _____

Print Name on Card: _____ Phone #: _____

Signature (authorization to charge card ASAAP payment) : _____

Address of Card Holder: _____

Applicant hereby agrees to the terms of the Application. This Application does not represent a contract between the Applicant and the ASA until accepted by ASA.

Signature

Printed Name

Company Name

Date

AVIATION SUPPLIERS ASSOCIATION ACCREDITATION PROGRAM - TERMS & AGREEMENT

THIS AGREEMENT is made by and between Aviation Suppliers Association ("ASA"), a Delaware non-profit corporation having a principal place of business at 2233 Wisconsin Avenue, NW, Suite 503, Washington, DC 20007 and the Applicant, named on page three (3) of this application.

WITNESSTH:

Whereas, ASA is the administrator and owner of the Aviation Suppliers Association Accreditation Program (ASAAP) and ASA-100; Whereas, Applicant has submitted to ASA an application for Accreditation with the appropriate fee; Whereas, ASA agrees to initiate the process of Accreditation in accordance with ASAAP and Applicant desires to become Accredited in accordance with ASAAP.

Therefore, in accordance with the mutual promises set forth within the six (6) page Application and supporting documents, ASA-100 and FAA AC 00-56(), both parties intend to be legally bound and hereby agree as follows:

SECTION 1: ACCREDITATION

In accordance with this application submitted by the Applicant, Applicant is applying to participate in the ASAAP. The ASAAP is the only approved program to accredit a distributor to ASA-100. Applicant must comply with the requirements of ASA-100 and FAA AC 00-56().

ASA-100 may be revised by ASA. Applicant will be given ninety (90) days to comply with the revisions and provide sufficient proof to ASA. FAA AC 00-56() may be revised and Applicant must comply with the revised requirements.

Applicant must complete this application and mail or fax the application along with payment to ASA. There is no agreement until ASA accepts the Application. All payments are non-refundable.

The ASA will contact the Applicant. Only audits conducted by the ASA will be recognized by ASA. In order to comply with ASAAP & ASA-100, Applicant must be audited by a person that ASA has authorized to be an approved ASAAP Auditor.

The ASA and Applicant will arrange for the exchange of information and set a date for Pre-Accreditation Audit, Accreditation Audit, Surveillance Audit, Re-Accreditation Audit and Re-Accreditation Surveillance Audit.

In the event that Applicant successfully passes the ASAAP, and such Accreditation is not terminated as described in SECTION 2, the term of Accreditation will be for thirty-six months with two required Surveillance Audits for first time accredited companies between the eleventh to thirteenth month and twenty-third and twenty-fifth months; and for Re-Accreditation companies with a required surveillance audit between the seventeenth and nineteenth months. Re-Accreditation companies may elect to have two surveillance audits (eleventh and thirteen months; and twenty-third and twenty-fourth months) during the 36-month term. After 36 months, the Applicant's Accreditation expires. Applicant must fill out a new Application and re-apply for ASAAP.

In the event that Applicant does not pass the initial audit and does not perform the corrective action, then said Applicant will not be accredited. The ASA will notify the Applicant of the audit results. The ASA and Applicant will be the only companies with access to this information.

SECTION 2: TERMINATION

Section 2(a) Voluntary Termination. Applicant may at any time terminate their Accreditation by giving twenty (20) business days notice to ASA. ASA shall notify the proper authorities as designated in the FAA AC 00-56(). The Applicant will not receive any money for services unused due to the voluntary termination. If Applicant chose to the payment plan option of not paying the entire amount at time of submitting the application, detailed in Table 5, Applicant will pay to ASA the remaining payments within twenty (20) business days. All ASAAP fees are non-refundable.

Section 2(b) Suspension or Revocation. If during the term of the Accreditation, the Applicant should be in violation of any condition of ASAAP, then the ASA shall have the right to suspend or revoke the Accreditation.

In the event that ASA determines that Applicant is in violation of this agreement or any condition of ASAAP, ASA shall notify Applicant in writing and Applicant shall have ten (10) business days to respond. Applicant may request one, ten (10) business day extension. Applicant's response must set forth the facts showing that ASA's determination was incorrect, or that ASA's determination was correct and that Applicant has taken or is taking corrective action, the time required to correct the violation or has remedied the condition.

If ASA should have to inspect the Applicant to ensure compliance, Applicant will be assessed a fee, to be determined by ASA, for the service and will pay all expenses associated with the compliance inspection.

Section 2(c) Final Determination. ASA shall make the final determination pursuant to Applicant's response within twenty (20) business days of receipt of response. Final determination shall be made in accordance with ASAAP standards and shall include the reasons.

If ASA determines that Applicant is in default or noncompliance with ASAAP and the Applicant disputes this finding, Applicant shall have the right to appeal in accordance with ASAAP appeals process or agree to correct such violation or noncompliance. Failure to correct or appeal within the applicable time shall result in revocation of Accreditation and termination of this agreement.

ASA shall have the right to suspend Accreditation during any period in which Applicant is performing corrective action, if in ASA's sole discretion, such nonconformity effects Applicants ability to meet ASAAP standards.

Section 2(d) ASA Termination. If ASA determines that the Applicant has not responded to ASA's inquiry under Section 2(b) or 2(c), has failed to do the corrective action described by ASA, has failed to meet the conditions of an appeal, or has been notified that they are in violation of ASAAP and has not remedied the situation, then ASA shall revoke the Accreditation and terminate this agreement.

ASA shall notify in writing the Applicant and the proper authorities as designated in the Advisory Circular 00-56 of the termination of the Applicant's Accreditation. The Applicant will not receive any money for services unused due to the termination. If Applicant chose to the payment plan option of not paying the entire amount at time of submitting the application, detailed in Table 5, Applicant will pay to ASA the remaining payments within twenty (20) business days. All Accreditation fees are non-refundable.

SECTION 3: APPLICANT'S ACKNOWLEDGMENTS

Section 3(a) Proprietary Information. Applicant recognizes and acknowledge that during the ASAAP audit, Applicant may have to disclose information that may be considered confidential or proprietary ("proprietary"). While the information may be considered proprietary and will be recognized as the property of the Applicant, the proprietary information must be disclosed to the auditors. Applicant must identify to the auditor and mark all proprietary information as PROPRIETARY, and in particular that which the use, misappropriation, or disclosure of could cause irreparable injury to the Applicant.

Section 3(b) Conflict of Interest. Applicant recognizes the importance to avoid all conflicts of interest and appearance of conflicts with respect to ASA and their auditors. Applicant will not attempt to solicit or influence any employees or representatives of ASA with regard to the outcome of the audit. Applicant shall not form any business association or consulting arrangement with Auditor during the Auditors engagement with ASA.

SECTION 4: APPLICANT'S COVENANTS AND AGREEMENTS

Section 4(a) Cooperation and Maintenance of Accreditation. Applicant agrees that it shall provide all information and documents requested by ASA to conduct or complete the Audit. Applicant agrees to maintain the conditions that give rise to their Accreditation and to notify ASA of any changes.

Section 4(b) Revisions to Quality Manual. Applicant must submit all significant changes, as defined below, to their Quality Manual to ASA for approval prior to implementation. Insignificant changes, as defined below, do not have to be submitted to ASA for approval prior to implementation.

(i) Significant Change is defined as: A) is any change to the quality manual that implements or revises an element of the quality system that is required by FAA AC 00-56() or ASA-100. An example of a significant change is a change in facility location because it affects the manner in which the distributor meets ASA-100 section 3(A) and AC 00-56 sections 6(d), 6(f) and 6(j).

(ii) Insignificant Change is defined as: is any Change that does not fit the significant change category. These may be characterized as 'administrative' or 'house keeping' revisions. An example of an insignificant change is if the Purchasing Manager's title is changed to 'Vice President of Procurement'. Although the distributor is required to update the references in the manual to the 'Purchasing Manager', the manner in which the distributor complies with AC 00-56() and ASA-100 remains unchanged.

SECTION 5: ASA REPRESENTATIONS

Section 5(a) Best Efforts. ASA represents that it will use its best efforts to conduct all audits and investigations in accordance with the ASAAP and to carry out the Accreditation, suspension, revocation, and termination processes in accordance with due process.

Section 5(b) Non-Disclosure of Proprietary Information. ASA agree to hold and safeguard the proprietary information of the Applicant and that ASA shall not with out prior written consent of Applicant, misappropriate or

disclose or make available to anyone outside the ASAAP the proprietary information either during the term of the Accreditation or subsequent to it. Exceptions are as required in performance of obligations under ASAAP, FAA AC 00-56() and court order.

Section 5(c) Confidentiality of Applicant's Names and Audit Results. ASA represents that it will use its best efforts to not disclose the name of the Applicant. Unless otherwise informed by the Applicant, if ASA accredits the Applicant, ASA will disclose the name of the Applicant. ASA will not disclose the Applicant's name, if the Applicant does not pass the audit. If an Applicant's Accreditation is terminated, revoked or suspended ASA will only disclose the reason to the Applicant. Exceptions are as required in performance of obligations under ASAAP, FAA Advisory Circular 00-56() and court order.

SECTION 6: MISCELLANEOUS

Section 6(a) Authorization to Modify Restrictions. It is the intention of the parties that the provisions of this agreement shall be enforceable to the fullest extent permissible under applicable law, and that the unenforceability (or modification to conform to such law) of any provision or provision hereof shall not render unenforceable, or impair, the remainder thereof. If any provision or provisions hereof shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it valid and enforceable.

ASAAP is an approved quality system standard that meets the requirements under the FAA AC 00-56(). The Applicant understands that this agreement may have to be altered to comply with any changes in the FAA AC 00-56(). The ASA, with out prior notice or approval by the Applicant, may amend any procedure or rule in the ASAAP to insure compliance with the FAA AC 00-56(). The ASA shall have ten (10) business days to notify Applicant of any changes.

Section 6(b) Governing Law. This agreement shall be governed by and construed in accordance with the laws of the state of Delaware.

Section 6(c) ASA Violation Not a Defense. In an action by ASA to enforce this Agreement, any claims asserted by Applicant against ASA shall not constitute a defense to ASA's action unless arising out of claim for breach of this Agreement.

Section 6(d) Parties Are Not Agents Of Other. In the execution of this Agreement, neither ASA nor Applicant are agents of each other and shall have no power to bind each other.

Section 6(e) Remedies. In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses of litigation and enforcement of judgment.

Section 6(f) Indemnities. Applicant agrees to indemnify, defend and hold harmless ASA and its affiliates, successors, assigns and agents and each of the foregoing's respective directors, officers, agents and employees for and against any and all claims, suits, causes of action or proceedings including, without limitation, the reasonable attorney's fees, costs and expenses, arising in regard to Applicant's participation in ASAAP.

Section 6(g) Non-Assignment. Applicant shall not assign this agreement or the obligations and responsibilities thereunder.

Section 6(h) Confidential Information. Information obtained from an audit shall remain confidential between the Applicant and ASA to the fullest extent of the law.

Section 6(i) Entire Agreement. This APPLICATION FOR ASAAP along with ASA-100 and FAA AC 00-56() constitutes the entire Agreement between ASA and the Applicant and supersedes any prior negotiations whether oral or written. This agreement shall not be varied by any oral agreement or written representation except if written by both parties and executed by their duly authorized agents or any exception under Section 6(a).

Section 6 (j) Section Headings. The section headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of any provision.