

All purchases made by ET- M (Emerald Technologies – Medford), shall be subject to the following terms and conditions, and these terms and conditions are incorporated by reference into each Purchase Order. Acceptance of this PO indicates your agreement with flow down requirements and/or proper end item user process specification requirements. The following clauses are numbered for ease of reference only and should not be construed as an indicator of importance.

- 1. PURCHASE ORDER (PO) REQUIREMENTS:** The identification of relevant processes, products, and services to be provided including the identification of relevant technical data (e.g., specifications, drawings, process requirements, and / or work instructions) shall be provided on the ET-M Purchase Order. The seller warrants that in the performance of this PO, seller shall comply with all applicable statutes, rules, regulations, and orders of the Government and any of the state or political subdivision thereof, and agrees to indemnify ET-M against any loss, damage, cost, or liability by seller's violation of this warranty.
- 2. ITAR:** Documents and data supplied by ET-M may contain technical data within the definition of the International Traffic and Arms Regulations (ITAR) and is subject to the Export Control Laws of the U.S. Government. Transfer of this data by any means to a foreign person or foreign entity, whether in the United States or abroad, without an export license, ITAR exemption or other approval from the U.S. Department of State is prohibited.
- 3. CANCELLATION/ TERMINATION:** Upon written notice to Seller, Buyer may immediately terminate the Purchase Order in whole or in part, for its sole convenience, in its sole discretion without cause and without penalty. In such event, Seller shall have the right to submit a termination claim to Buyer within thirty (30) days of termination. Seller shall have the right to claim, and the Buyer's maximum liability for such termination, shall be payment for those items already delivered and accepted by Buyer and not yet invoiced, plus the proportionate part of Seller's cost for those items in the process of being manufactured, inspected, or tested pro-rated to the state of their completion by the Seller to the extent the same cannot be reused by Seller for other purposes.
- 4. FORCE MAJEURE:** Neither party shall be deemed in default of its performance or obligation contained herein if actions/items are delayed or become impossible or impractical due to causes beyond its reasonable control. This includes but is not limited to acts of God, war, acts of terrorism, fire, earthquake, accidents, and acts of civil or military authority. Force Majeure events may include delays in transportation, shortages of material, failure or delay in securing applicable U.S. Government export authorization, or delays by subcontractors caused by Force Majeure circumstances.
- 5. ENFORCEMENT OF CONTRACT:** Suit to enforce or set aside this agreement or suit over any of the rights and obligations arising from the work to be performed hereunder must be brought in a court having jurisdiction in the State in which ET-M resides. In the event any party brings suit to construe or enforce the terms of this agreement or raises this agreement as a defense in a suit brought by another party, the prevailing party as determined by the court is entitled to recover its reasonable attorneys', consultants' and experts' fees and expenses.
- 6. NO WAIVER:** No failure on the part of either party to exercise, and no delay in exercising, any right granted hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise of any other right.
- 7. AMENDMENT:** No amendment of this agreement shall be effective unless it is in writing and signed by ET-M and Seller.
- 8. ASSIGNMENT:** Neither party shall assign its rights and obligations under this contract without the written approval of the other party, which consent will not be unreasonably withheld.
- 9. DESIGN & DEVELOPMENT CONTROL:** Vendor shall ensure that the drawings and specifications are the relevant revision status specified on the PO. The vendor shall comply with any special requirements requested by ET-M regarding the control of drawings and specifications as well as any identified critical items, or key characteristics.
- 10. CHANGES TO PURCHASE ORDER (PO) SPECIFICATIONS, PROCESS, PRODUCT, OR LOCATION:** After its receipt of the order, Seller shall make no substitutions or changes and will send notification within 24 hours of changes in processes, products, or services, including changes of their Sub-Tier Vendors including location of manufacture, and obtain approval to proceed with any open orders that may be impacted. This includes changes to the Quality Management System, the Manufacturing Line, Facility Location, Processes, or Natural Disasters, and ET-M will have the right to approve any such change or, alternatively, cancel or modify the order. ET-M shall notify its Customer immediately if there is any discrepancy between the requested

revision level or specification and the current or provided revision level or specifications. Seller shall send notification of any changes in product and / or process definition, or configuration and obtain prior approval before shipping product. Buyer may at any time, by written notice, make changes in the specifications, designs or drawings, quantities, samples, or other description to which any items are to conform, in methods of shipment and packaging, or place of delivery. If Buyer and Seller mutually agree that such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the Purchase Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Purchase Order shall be modified accordingly.

- 11. ACCEPTANCE AND REJECTION:** All items are subject to incoming inspection and acceptance by ET-M. Seller shall be responsible to correct, at its expense, all defects and failures to conform to the warranties set forth herein. Any item rejected upon inspection shall be promptly replaced by Seller. Items rejected on incoming inspection shall not be deemed delivered by Seller until a conforming replacement is received or a credit memo is provided. In the event goods are received whose defects or nonconformities are not apparent upon initial inspection, ET- Medford reserves the right to require replacement of such goods once the defect is discovered.
- 12. CERTIFICATIONS:** Vendor's acceptance of the PO certifies that the materials and processes supplied under the PO shall be or have been controlled and inspected in accordance with the PO and they meet the specified order requirements and referenced specifications and drawings. Vendor must provide a legible Certificate of Conformance for all orders and lots, verifying that all products and lots meet those requirements. All products and lots must be clearly identified and labeled and must be traceable to and linked to the Certificate of Conformance. All special processes where the compliance cannot be verified by ET-M, inspection will require Certificate of Conformity or applicable certification documents. When it is indicated that the PO can affect end item quality, certifications must accompany product delivery. ET-M reserves the right to refuse delivery of any shipment without applicable certifications. Delivery will not be complete until appropriate certification is received. Seller shall ensure that all tools used for final acceptance are calibrated to NIST standards and equipment calibrations are current. Sellers supplying chemicals or other hazardous material are to provide MSDS with shipment. Products and/or services provided may not be changed without written permission from ET-M. If required, Seller agrees to provide test specimens for design approval, inspection, investigating, and auditing and agrees to utilize appropriate statistical techniques as a part of product acceptance.
- 13. PACKAGING:** Seller shall provide adequate protective packaging to prevent damage, contamination, and deterioration of the products, comply with Buyer's written instructions, and comply with good commercial practice at no additional charge to Buyer. Shipments shall be made in accordance with Buyer's specific instructions. Seller shall enclose a packing slip with each shipment and all packaging/documentation shall reference Buyer's Purchase Order number, the ET-M part number, and revision.
 - If applicable, Electrostatic-sensitive devices shall be handled and packaged in accordance with industry standards per ANSI/ESD S20.20 or JESD625 as amended.
 - Moisture sensitive components must be packaged in moisture barrier bags with humidity indicator card and desiccant in accordance with manufacturer's documentation.
 - Components must be packaged in either continuous cut tape or full reels, tubes, or trays and polarized components must be oriented in a consistent direction, unless otherwise approved.
- 14. PERSONNEL QUALIFICATION:** Seller shall ensure that personnel performing work on this PO have the appropriate competence, including any required qualification of persons such as internal or external certifications for workmanship requirements. All special processes required by this Purchase Order must be performed by qualified personnel. Seller shall ensure that all products are manufactured, inspected and validated by qualified personnel and using acceptable monitoring and measuring equipment prior to shipment.
- 15. INTERACTIONS:** Communication to Emerald Technologies - Medford should be made to the Buyer of Record on the Purchase Order. If communication is handled in a non-written/electronic format, for example telecom, it should be provided in a written/electronic format as requested. All notices to be made under this agreement shall be addressed to the recipient at the address specified by the recipient. Discrepancies, omissions, and the need for clarifications or interpretations of any nature encountered by vendor in respect of furnished drawings or engineering data will be brought to the attention of the buyer for resolution. Seller shall send notification of any serious failures, malfunctions or defects found in the product within 24 hours of discovery via written communication.

- 16. VENDOR PERFORMANCE:** Performance of vendors is monitored using specific metrics data that includes but is not limited to Quality performance of parts and services and on-time delivery performance. If ET-M identifies a vendor with unsatisfactory performance, a written-warning will be sent. If the problem persists, a VCAR may be issued or vendor may be suspended from the AVL altogether.
- 17. NON-CONFORMING MATERIAL:** Seller will send notification of any non-conformity found in the purchased product or service within 24 hours of discovery of such non-conformity, regardless of whether it is prior, during, or after receipt of the product. Seller must obtain approval for nonconforming product disposition. ET-M or its Customer shall have the right to approve or disapprove of any suspect or non-conforming product. No known non-conforming product shall be supplied without written authorization from ET-M or its Customer.
- 18. CORRECTIVE ACTIONS:** When it is determined that the seller is responsible for non-conforming product a corrective action may be issued. Failure to respond within the specified time, may result in the vendor being removed as an approved vendor. Corrective Actions flowed to the vendor shall be completed and returned in a timely manner. Vendor is required to flow down corrective action requirements to sub-tier providers when it is determined the sub-tier provider is responsible for the non-conformity.
- 19. VERIFICATION & VALIDATION ACTIVITIES:** Vendor shall maintain a quality / inspection system that will ensure all goods and services conform to contract requirements whether manufactured or processed by vendor or procured from Sub-Tier Vendors. ET-M reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics. ET-M reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation, or auditing (where applicable). Any statistical techniques used for inspection sampling must be pre-approved, such as sample inspection plans. ET-M reserves the right to perform verification or validation activities at the vendor's location that ET-M or its customer deems necessary. Activities may include but not be limited to product or process inspections, and system audits. Vendor shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and all other relevant technical data to support these activities.
- 20. QUALITY SYSTEM REQUIREMENTS:** Seller shall be in compliance with the current version of ISO 9001 Quality Management System Requirements. Compliance to the requirements above shall be validated by any one of the following: Seller shall submit a current 3rd party certification to AS9100, AS9110, AS9120, ISO 9001, ISO 13485 or ISO 16949 issued by a registrar that is accredited by an International Aerospace Quality Group (IAQG) or International Accreditation Forum (IAF) member, signatory or accreditation body or ET-M may accept industry equivalent certifications issued from an IAQG or IAF accredited registrar to show compliance to this requirement unless otherwise authorized by customer-designation or ET-M approval.
- 21. CALIBRATION VENDORS:** Calibration of tools is to be based on an optimized interval and equipment are calibrated to manufacturing specifications unless otherwise stated. Calibration must be traceable to National Institute of Standards and Technology (N.I.S.T). Calibration house must be certified to ISO 17025 or equivalent industry standard.
- 22. COUNTERFEIT PARTS PREVENTION:** Vendor shall plan, implement, and control their process for the prevention of counterfeit or suspect counterfeit parts from use or inclusion into the product in accordance with AS9100 clause 8.1.4 (Prevention of Counterfeit Parts). Seller shall ensure that electronic components are compliant to the requirements of DFARS 252.246-7007 in products delivered. Seller shall have a counterfeit parts avoidance, detection, mitigation, and disposition program meeting the requirements of Aerospace Standard AS5553 (latest revision). Seller shall only deliver authentic components, devices, goods, etc. that are manufactured by or obtained from original equipment manufacturers (OEM's), original component manufacturers (OCM's) or authorized distributors. Alternatively, Seller shall have a counterfeit parts avoidance, detection, mitigation, and disposition program meeting the requirements of Aerospace Standard AS6081 (latest revision). Upon request, seller shall make available any documentation that authenticates and provides traceability of the parts to the applicable OEM or OCM. Seller shall not provide refurbished or re-used EEE parts, components, hardware, or materials. Upon request, vendor must provide Manufacturer's Certificate of Compliance/Conformance with shipment or via email. Parts shall not be acquired from independent distributors or brokers unless specifically authorized in writing by the Buyer. The vendor shall verify the procurement source and associated certifying paperwork. Appropriate inspection and/or test methods shall be used to detect potential counterfeit parts and materials. The vendor shall flow this requirement down to all sub-tier vendors to prevent the inadvertent use of counterfeit parts and materials.

23. CONFLICT MINERALS: If vendor is providing goods to Buyer under this PO, the vendor hereby agrees to use reasonable efforts to:

- a) Identify whether such goods contain Tantalum, Tin, Tungsten or Gold;
- b) Conduct a reasonable country of origin inquiry regarding the origin of such minerals in such goods to determine whether such minerals originated in covered countries, as defined in section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act; and
- c) If such minerals originated in covered countries, conduct due diligence on the chain of custody of the source of such minerals for the purpose of identifying the smelter of said minerals; and
- d) Assist Buyer in conducting reasonable due diligence concerning the smelters of such minerals.

Vendor shall provide Buyer with reasonable documentation of vendor's and its lower tier vendors' due diligence efforts, in a format prescribed by Buyer, when requested by Buyer.

24. FOREIGN OBJECT DEBRIS (FOD): Vendor shall establish procedures to control and eliminate Foreign Object Debris and contamination in a manner to lower risk potential throughout the entire process. Procedures or policies developed by vendor shall be subject to review and audit by ET-M or their customers as required.

25. ELECTROSTATIC DISCHARGE PROTECTION (ESD): For the contractual requirements of parts that are ESD sensitive, Vendor shall have an Electrostatic Sensitive Discharge (ESD) control program subject to review and approval by ET-M upon request.

26. FLOW DOWN: Seller shall flow down to Seller's supply chain all applicable site-specific supplemental terms and quality requirements as referenced in the PO. This PO or any interest hereunder shall not be assigned or transferred by Seller without the prior written consent of Buyer. Seller shall not subcontract the furnishing of any of the complete or substantially complete items required by this PO without the prior written approval of Buyer. In the event that Buyer approves of Seller's subcontractor(s), Seller shall flow down to its approved subcontractor(s) all applicable quality and supplemental terms requirements referenced in the PO. Seller will flow down to the supply chain information and requirements specified on this PO to sub-tier vendors, sub-contractors, etc. paying particular attention to key characteristics or requirements. All requirements listed in section 8.4.3 of ISO9001:2015 & AS9100:2016, and in section 7.4.2 of ISO13485:2016 are hereby imposed. Seller is required to comply with all requirements from ET-M and its Customer as identified on the PO. It is the Seller's responsibility to confirm these requirements, and if there are any discrepancies will contact the Buyer. When critical or special processes are performed outside the Seller's facility, it shall be the Seller's responsibility to assure proper performance of all such processes through surveys, certification, testing, etc. These processes may include, but are not limited to:

- Foreign Object Debris (FOD) – SAE AS9146, latest revision
- Electrostatic Discharge (ESD) – ANSI/EIA 625, ANSI/ESD S20.20, MIL-HDBK-263, latest revisions
- Heat Treating – SAE-AMS-H-7199, MIL-H-7199, latest revisions
- Anodizing – MIL-A-8625, latest revisions
- Chromate Conversion – MIL-C-17711, latest revisions

27. RECORDS: Vendor shall retain all quality records relating to this order, including material test reports and processing records, for a minimum of 15 years unless otherwise required by Customer contract flow downs. Records shall remain legible, readily identifiable, and retrievable. The Seller shall retain all records needed to show conformance to PO requirements for each shipment. Distributors of Commercial-Off-The-Shelf (COTS) items or Military Standard part numbers are only required to retain records of traceability to manufacturer, manufacturer part number, and date code. If the Seller is a distributor of the item(s) in this Purchase Order, the Seller shall require the same documentation from the original manufacturer of the item(s). Seller shall flow this requirement to the manufacturer. Seller shall allow ET-M to acquire or inspect all records needed to show conformance to Purchase Order requirements. The Seller shall receive approval prior to destroying / disposing of any record throughout the retention period.

28. COMPLIANCE WITH LAWS: Seller warrants that it will comply with all foreign, federal, state, and local laws, including, but not limited to any statute, rule, regulation, judgment, decree, order, license, or permit applicable to its performance under any purchase order at its sole cost and expense, including, without limitation all applicable export control regulations.

- 29. RIGHT OF ACCESS.** During the course of this contract, the Vendor (Seller) and their sub-tier vendors will allow ET-M personnel, Customers and Regulatory Authorities to enter and inspect its facilities and records involved with this order upon request, at any level of the supply chain.
- 30. EMPLOYEE CONTRIBUTION.** Seller must ensure that employees are aware of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior.
- 31. PRIORITY RATING.** If the PO is so identified as a “rated order” certified for national defense use, the Seller shall follow all the requirements of the Defense Priorities and Allocation System (DPAS) Regulation (15 C.F.R. Part 700).
- 32. GIDEP COMPLIANCE AND NOTIFICATION.** Government-Industry Data Exchange Program (GIDEP) Notification and Compliance.
- a) GIDEP Participation and Notification Requirement.** The Supplier shall actively monitor and respond to relevant notices issued through the Government-Industry Data Exchange Program (GIDEP) or equivalent industry alert systems. If the Supplier becomes aware of or receives notification of any actual or potential issues that could affect the form, fit, function, safety, reliability, or regulatory compliance of any products, materials, components, or services provided under this contract, including but not limited to counterfeit parts, defective components, recalls, safety advisories, or obsolescence, the Supplier shall notify Emerald Technologies - Medford in writing within 24 hours of discovery.
 - b) Traceability and Impact Assessment.** Upon request, the Supplier shall provide complete traceability and lot control data sufficient to determine the extent of exposure for any impacted products delivered to Emerald Technologies – Medford. The Supplier shall support any necessary containment, investigation, or corrective actions, including quarantine, return, or rework of affected materials.
 - c) Corrective Actions and Cost Responsibility.** If it is determined that the Supplier provided materials or components affected by a GIDEP alert, the Supplier shall bear the cost of replacement, rework, and any associated corrective actions, unless otherwise agreed upon in writing.
 - d) Government Contract Compliance (if applicable).** This clause is in accordance with DFARS 252.246-7007 and AS9100 requirements. Suppliers are encouraged to become GIDEP members and shall participate in the program if contractually required under U.S. Government contracts.