

ARLINGTON, TEXAS

Terms and Conditions

C-036 Revision: A

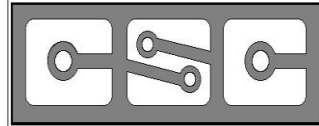
5/30/19

APPROVAL:

Patrick Kaler

General Purchase Order Terms and Conditions

- 1. Acceptance and Modification of Agreement:** Acceptance of this order is limited to the terms and conditions herein or as in Seller's Authorized Distributor Agreement. This order shall be deemed accepted upon the return of acknowledgement or performance by Seller. This agreement is for the purchase and sale of goods described on the face of the order. No modification to the order will be accepted unless agreed in writing by the Purchasing Department of Circuit Systems Co., Inc.. Unauthorized modifications may be charged back to seller.
- 2. Prices:** The prices specified on the order are all inclusive, including, but not limited to, taxes, packaging costs and delivery to FOB point specified on the order.
- 3. Deliveries and Shipments:** Title and risk shall pass to Buyer at the FOB point specified on the order. Buyer reserves the right to reject any part of delivery that varies from the quantity and variance specified in the order. Items shipped in advance of Buyer's delivery requirements may be returned at Seller's expense. All items shall be packaged in accordance with drawing specifications (including thread protection if applicable) or good commercial practice and in a manner sufficient to ensure arrival in an undamaged condition. Each container shall be clearly marked with part number, order number and box quantity. Seller will reference PO number on Bill of Lading. Seller will not insure shipment and agrees to a charge back in the event that shipment was insured without authorization. The Seller may be required to ship by express or air, at their expense, if the agreed delivery schedule is endangered.
- 4. Variance in Quantity:** The quantity variance specified on the order applies to each individual line and not to the overall order quantity. Seller is obligated to provide product until quantity received falls within variance. Once the quantity received is within the quantity variance, the line will close and no further product will be accepted against said line.
- 5. Inspection Acceptance:** Notwithstanding payment, passage of title or prior inspection, all items are subject to Buyer's final inspection and acceptance or rejection. Buyer may inspect 100% or a sample or any lot of items at Buyer's discretion. Buyer shall have the right to reject all or any portion of the items or lot of items. If Buyer and Seller disagree on conformance of items, a third-party lab will be retained to perform independent inspection. Both Buyer and Seller agree to accept the independent findings. Independent lab fees will be paid by the party determined to have inaccurate findings.
- 6. Traceability:** Lot segregation shall be maintained through packaging, labeling or other means of segregation and shall provide direct linkage to the Manufacturer's certified lot/batch number.
- 7. Certifications:** At a minimum, Seller shall provide Seller's signed Certificate of Conformance (C of C) and Manufacturer's C of C or Flight Worthiness documentation as specified on the order. Seller's C of C shall specify Purchase Order number, part number, revision level (if applicable), quantity, manufacturer's name and lot/batch number with cure date (if applicable) on their C of C. Manufacturer's test reports must specify all applicable procurement specifications and their revision. Raw material and outside process certifications must be provided if specified on order. All documentation shall be completely legible, and reproducible. Seller shall make available for review upon request, all applicable certifications and/or test reports not required with shipment. Material ownership must be fully traceable to the original manufacturer's lot/batch number unless order specifies otherwise.
- 8. Record Retention:** Seller agrees to retain a record of all product lot certification & sales documentation for a period of no less than 10 years from date of shipment.
- 9. Packaging:** Seller shall ensure that packaging conforms to all applicable procurement specifications. If no procurement specification applies, seller shall ensure that parts are packaged in a manner to prevent damage during shipment; External cartons shall not exceed 50 lbs.
- 10. Proprietary Prints and Drawings:** Proprietary prints and/or drawings provided to Seller by Buyer are to be used strictly for manufacturing purposes. Only personnel directly responsible for producing product ordered will have access. All other distribution and reproduction require prior written authorization.
- 11. Facility Relocations:** It is the responsibility of seller to notify buyer of all facility relocations. It is also the seller's responsibility to ensure that all drawing re-qualifications are complete prior to shipping product and to inform



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buyer re-qualifications affected by relocation.

12. Government DPAS Rating: If the order specifies a Government DPAS priority rating, Seller is required to adhere to the Federal Acquisition Regulation provisions and agency supplemental provisions in effect at the time of order.

13. DFAR 252.225-7014, Alternate 1: When specified on the order, material supplied must be in accordance with Domestic Specialty Metals Regulation, DFAR 252.225-7014, Alternate I.

14. FAR S2.219-9(d)(9) Small Business Subcontracting Plan: All subcontractors (except for small business concerns) that receive subcontracts in excess of \$500,000 are to adopt a subcontracting plan that complies with all the requirements of FAR 52.219-9.

15. Country of Origin: If the country of origin of goods is other than the USA, the country of origin must be declared on the certification.

16. Right of Access: Buyer or its customers shall have right of access to seller's facility, equipment and processes, upon prior agreement with Seller.

17. Warranty: Seller warrants to Buyer and its customers that all items furnished will be new and unused, free from defects in material and workmanship, will conform to applicable drawings, specifications, designs, and will meet all functional and performance requirements. If Seller discovers nonconformance, Seller will immediately notify Buyer or Buyer's Quality Department in writing.

18. Termination: Buyer reserves the right to terminate this order in whole or in part for Seller's default, a) if Seller fails or refuses to perform in accordance with any of the requirements of this order, b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed relating to bankruptcy, reorganization or receivership. Any such termination will be without liability to the Buyer except for the completed and delivered items accepted by the Buyer.

19. Stop Work Orders: Buyer may, at any time by written order, require Seller to stop all or any part of the work under this order. Immediately upon receipt of stop work order, Seller shall comply with its terms and immediately take all reasonable steps to minimize the incurrence of costs. Stop Work Order may remain in effect up to a period of ninety (90) days.

20. Payment: Seller shall be paid in accordance to terms specified on order. Payment period may not commence until agreed ship date for unauthorized early shipments, and/or until complete certification, as specified on the order, is received. Any adjustments in Seller's invoice due to shortages, rejection or other failure to comply with the provisions of the order may be made by Buyer before payment.

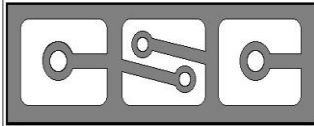
21. Patents, Trademarks, and Copyright Indemnity: Seller shall indemnify and hold harmless Buyer from any and all damages, cost, including legal fees, losses and liabilities resulting from a suit or proceeding from infringement of any patents, trademarks or copyrights by reason of the sale or use of any items sold to Buyer.

22. Insurance: Seller will carry insurance to indemnify Buyer against any claim for loss, damages or injury to property or persons arising out of the performance of goods provided by Seller. Seller shall provide certificates upon Buyer's request.

23. Disputes: Except as otherwise specifically provided in this order, any dispute concerning a question of fact and/or law arising under this order that is not disposed of by agreement of the parties shall be decided by arbitration under the rules and procedures of the American Arbitration Association. To the extent that the issue in dispute between Buyer and Seller is related to an issue in dispute between Buyer and its customer, Seller agrees to stay in arbitration proceedings until Buyer's dispute with its customer is finally resolved.

24. The following customer specific requirements can be found at the URL provided, and must be complied with and any deviations communicated to Circuit Systems Company, Inc., immediately in order to prevent supply chain disruption. Contact Circuit Systems for any assistance in processing per noted requirements.

The following are the contractual requirements agreed between CSC, hereinafter "The Company", and the Supplier upon acceptance and/or performance of the CSC Purchase Order (PO). Communication between The Company and Supplier will be through The Company's owners (or their delegate). Any communication with other Company personnel should be followed-up with written confirmation of the results of such communication with The Company's owners. 1) Quality Management System



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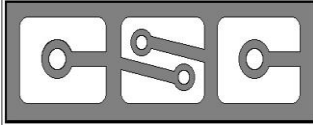
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Requirement A) Suppliers of materials, products or services (hereinafter referred to as “product”) which become part of The Company’s deliverable product should maintain a Quality Management System compliant to ISO9001 or AS9100.) If this Purchase Order (PO) is for Calibration Services, the Supplier shall be accredited by The American Association for Laboratory Accreditation to be compliant with NIST/ANSI/NCSL Z540-1. Calibration Record shall include The Company gage serial number (as noted in body of PO) and, for each Supplier master gage/instrument used in calibration of the gages on this PO; the Supplier’s gage/instrument serial number and associated NIST traceability number Calibration Record shall include amount of uncertainty determined in the calibrated gage. 2) Certification of Product Each shipment of product shall be accompanied with applicable certifications and/or test reports as required by specification to which the supplied product complies. At the minimum, Supplier shall certify compliance with the requirements noted the face of the PO. The certification and/or test report should: Identify the revision level of the engineering design/specification to which it certifies compliance. If the PO does not specify the engineering design/specification revision level, then the latest issued should be the revision level that applies to this Purchase Order. Be signed, stamped or provide some means of identifying the person(s) who make such certification, including the date of certification. If the product has limited shelf life, said certification shall have adequate information such that the remaining shelf life can be determined as required in the applicable specification(s). Unless otherwise specifically allowed in the PO all shelf life limited product should have at least 6 months remaining shelf life upon delivery to The Company. 3) Nonconforming Product – Corrective Action. Supplier should not deliver known nonconforming product unless specifically authorized by The Company. Should Supplier discover that nonconforming product was delivered to The Company (without specific authorization), Supplier shall provide written notice of such delivery specific to The Company PO, the specific nonconforming product, and each Packing List number and date of said Packing List with a complete description of the nonconformance. _____ Rev: NEW

Date: 7 Jul 2017 Page 3 of 5 Should The Company discover nonconforming product was delivered from Supplier. The Company will notify supplier and, if required, request corrective action investigation by the supplier. 4) Notification of Changes Supplier shall notify The Company, in advance of shipment, of any changes in product, processes, suppliers, or location of manufacturing facility. If required by The Company or The Company’s customer, Supplier should obtain written approval of said changes prior to shipment to The Company. 5) Flow down of Requirements Supplier shall flow down the requirements of this PO to Supplier’s sub-tier suppliers. This includes appropriate controls to assure compliance to requirements in designs and specifications. 6) Record Retention Requirements Supplier shall maintain records related to the product(s) and or service(s) supplied under this PO for a period of not less than 10 years from the on-dock date of shipment to The Company. Supplier will provide copies upon request of The Company. 7) Right of Access Supplier shall provide Right of Access by The Company, The Company’s customer(s), and/or Regulatory Agencies (FAA, etc.) to all applicable areas of all facilities, at any level of the supply chain, involved in the order and to applicable records. 8) Original Equipment Manufacturer (OEM) Defined Sources If the OEM for the product being purchased by The Company identifies certain sources of supply for certain commodities or services, then Supplier must use such sources for the product being purchased under this PO. Such sources could be, but are not limited to, raw material mills and/or distributors, hardware manufacturers and/or distributors, and special process (aka surface treatments) sources. The Supplier remains fully responsible for the conformity of delivered product regardless of this requirement to use said OEM source(s) of supply. Supplier should contact The Company for guidance on these sources when needed. All items delivered to Company must maintain job/lot traceability. 9) Prevention of Counterfeit Products Section 3.1 of AS9100D defines Counterfeit Parts as “An unauthorized copy, imitation, substitute, or modified part (e.g., material, part, component), which is knowingly misrepresented as a specified genuine part of an original or authorized manufacturer. NOTE: Examples of a Counterfeit Part can include, but are not limited to, the false identification of marking or labeling, grade, serial number, date code, documentation, or performance characteristics.” Supplier should plan, implement, and control processes,



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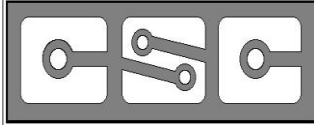
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appropriate to the Supplier and the product, for the prevention of Counterfeit or suspect Counterfeit Part use and their inclusion in product(s) delivered to The Company. NOTE: Counterfeit Part prevention processes should consider: – training of appropriate persons in the awareness and prevention of Counterfeit Parts; – application of a parts obsolescence monitoring program; _____ Rev: NEW Date: 7 Jul 2017 Page 4 of 5 – controls for acquiring externally provided product from original or authorized manufacturers, authorized distributors, or other approved sources; – requirements for assuring traceability of parts and components to their original or authorized manufacturers; – verification and test methodologies to detect Counterfeit Parts; – monitoring of Counterfeit Parts reporting from external sources; – quarantine and reporting of suspect or detected Counterfeit Parts. AS9100D Section 8.7.1 says “Counterfeit, or suspect Counterfeit, Parts should be controlled to prevent reentry into the supply chain.” As such, should The Company suspect Counterfeit Part(s) were delivered, The Company will manage said Counterfeit Parts per its Nonconformance Process and hold said parts while The Company works with the Supplier and The Company’s customer to make a determination as to whether the suspect Counterfeit Parts are really Counterfeit. If, upon resolution with The Company’s customer and Supplier, it is determined Counterfeit Part(s) were delivered to The Company said parts will not be returned and the Supplier should not be paid for said parts. The Company will dispose of the parts as directed by The Company’s customer. In absence of specific direction from The Company’s customer, said Counterfeit Parts will be scraped and disposed at The Company. 10) On-Time Delivery Time is of essence in the performance of the PO. The due date on the PO is the expected ondock date for the product with required documentation (e.g., packing list, certifications, test reports, FAls, etc.) +/- 7 days. Supplier on-time delivery performance will be measured based on the date the product is delivered on-dock at The Company. Should The Company identify an negative trend in performance (less than 95%), The Company may request corrective Action of the supplier. 11) Packing and Preservation – Prevention of Foreign Object Damage/Debris (FOD) The Supplier should establish a program, as applicable, to prevent, detect, and remove foreign objects/debris of any product provided to The Company. The Supplier should package product in such a manner suitable for preservation and to prevent damage to the product from each other (in the same box, container, etc.) or from normal handling and transport. By delivering items to The Company, Supplier shall be deemed to have certified that such items are free from FOD. 12) Responsibility of Conformance to Design - Rejections Regardless of any inspection acceptance of delivered product or service by The Company, The Company’s customer (or higher tier customer), the Supplier remains responsible to assure delivered product and or services complies with the designs and specifications to which the product or service was ordered. Should The Company reject any item from Supplier a Nonconformance Report will be created. The Nonconformance Report will be sent to the Supplier for correction/rework/replacement of the rejected condition (if needed), as well as Cause and Corrective Action Investigation. 13) Personnel Awareness Supplier will have program and/or training in place to assure supplier personnel are aware of

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5 of 5 a. Their contribution to product or service conformity. b. Their contribution to product safety (ref AS9100D ¶3.4 for definition). c. The importance of ethical behavior. 14) Force Majeure The Company and Supplier should advise the other party within 30 days of any event that is deemed a Force Majeure Event. Neither Party should be responsible or liable nor be deemed to be in default on account of any breach of any obligation directly attributable to a cause that is at the same time compelling, unpredictable, unavoidable and beyond its control and not occasioned by its fault or negligence (Force Majeure Event). Following cessation of the Force Majeure Event and to the extent possible in anticipation thereof, the parties should resume the performance of their obligations under this Purchase Order. In the event Supplier fails to deliver or has informed The Company that it should not be able to deliver the Product on-time due to a Force Majeure Event then the delivery of the Product should be suspended until such circumstances of the Force Majeure Event have been adequately addressed. The due date of Product should be extended by mutual agreement of the parties. If, however, the Force Majeure Event causes delivery



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to be delayed more than thirty (30) Days, The Company will be entitled to cancel the Purchase Order in whole or in part without a further notice being required or judicial intervention and without incurring any liability whatsoever. 15) Tooling, Materials and Documents All tooling, materials, and documents, or other tangible items furnished by The Company, will be delivered to The Company at its request (or at the end of the contract) in good condition. 16) Indemnification Supplier, its agents, contractors and employees waive any and all claims against The Company for personal injuries or property damage arising out of or related to providing the products or services under this purchase order. 17) Insurance Supplier agrees to obtain and maintain policies of insurance including but not limited to policies providing public liability, product liability, auto liability, employer liability and workmen's compensation coverage. 18) Trade Secrets and Confidential Information Supplier shall not disclose or use, except to the extent required to fulfill this purchase order or requests for quotes, any confidential matter or trade secrets of The Company or its clients. 19) DPD/MBD Requirements Supplier shall ensure control and conform to the requirements when using digital datasets. 20) Equal Opportunity Clause Supplier shall not maintain segregated facilities or discriminate against any employees because of age, race, color, religion, sex or national origin or any other ground prohibited by law.

1. **Boeing** – <http://www.boeing.com/quality.html>
2. **Bell Helicopter** – <http://www.bellflight.com/suppliers/terms-and-conditions>
3. **Gulfstream** – <http://www.gulfstream.com/resources/supplier-portal>
4. **Lockheed Martin** - <http://www.lockheedmartin.com/en-us/suppliers/business-area-procurement/aeronautics/terms-and-conditions.html>
5. **Spirit** – <http://www.spirit-aerospace.com/>