



## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1. Acceptance – Order of Precedence - Modification

This Purchase Order is for the purchase of goods, services, or goods and services described on the face of Purchase Order (collectively, "Goods"). This Purchase Order is deemed accepted upon the earlier of the return of the acknowledgment copy of this Purchase Order or the commencement of performance by Supplier. Antron rejects any additional or inconsistent terms and conditions offered by Supplier at any time, whether or not such terms or conditions materially alter this Purchase Order and irrespective of Antron's acceptance of or payment for Supplier's Goods. Any reference to Supplier's quotation, bid or proposal will not be deemed acceptance of any term, condition, or instruction contained in that document. No course of prior dealing or usage of the trade will be used to modify, supplement or explain any term herein. These terms and conditions together with the specifications, drawings, or other documents referred to on the face of this Purchase Order, or attached, or any documents incorporated by reference, supersede any prior or contemporaneous communications, representations, promises, or negotiations, whether oral or written, with respect to the subject matter of this Purchase Order. All contract documents related to this Purchase Order are to be interpreted together as one agreement. No change to or modification of this Purchase Order will be binding upon Antron unless in writing, specifically identifying that it is amending this Purchase Order, and signed, or approved electronically, by an authorized procurement representative of Antron. If Supplier becomes aware of any ambiguities, issues or discrepancies between this Purchase Order and any specification, design or other technical requirement applicable to this Purchase Order, Supplier will immediately submit the matter to Antron for resolution.

### 2. Delivery, Shipment and Packaging

2.1. Supplier will deliver Goods in accordance with the shipment method, quantities and date(s) specified on this Purchase Order or the Purchase Order schedule releases. If delivery dates are not stated, Supplier will offer its best delivery date(s), which will be subject to acceptance by Antron. Unless otherwise directed, all Goods shipped in one day from and to a single location must be consolidated on one bill of lading or air waybill, as appropriate. Ship exact quantities only unless otherwise noted on the Purchase Order. Overages will not be approved for payment and will be returned at the sole expense of the Supplier.

2.2. Shipment Method – All Goods are to be shipped to Antron via UPS Ground Collect on Antron's account #6X812F, unless otherwise specified in writing on the Purchase Order. Any shipment made to Antron on an incorrect account and/or the Purchase Order number is not referenced in the UPS reference field, is subject to a \$50 service fee which will be immediately deducted from our account with Supplier. Any freight charges that are added to our invoice will not be paid unless strictly specified on the Purchase Order.

2.3. Supplier will, at its expense, deliver Goods by the most expeditious shipping method if the delivery schedule is endangered for any reason other than Antron's fault. If Goods are delinquent to Antron's requirements, Supplier will grant Antron first priority for Goods allocation and shipment. Antron reserves the right to reject, at no expense to Antron, all or any part of any delivery that varies from the quantity authorized by Antron for shipment. Supplier will not make any substitutions without Antron's prior written approval. All items will be packaged in accordance with Antron's instructions or, if none are specified, in accordance with good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. Antron will not be liable for any discharge, spill or other environmental incident

(including clean-up costs) involving any Goods shipped under the Purchase Order until received by Antron. All containers will be properly marked for identification per the instructions on Antron's Purchase Order and contain a packing slip that details, at a minimum, the Antron Purchase Order number(s), product part number, detailed product description, total number of boxes in shipment, quantity of product shipped, and final delivery address. Items shipped in advance of Antron's delivery schedule may be returned at Supplier's expense. For domestic shipments, if requested by Antron, and for all international shipments, Supplier will give notice of shipment to Antron when the Goods are delivered to a carrier for transportation. The Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading and air waybills.

### 3. Notice of Delay

Whenever anything delays or threatens to delay the timely performance of this Purchase Order, Supplier must immediately notify Antron in writing of all relevant information with respect to such delay.

### 4. Excusable Delay (Force Majeure)

Neither party will be in default for any delay or failure to perform hereunder due to causes beyond its control and without its fault or negligence; provided, however, that any delay or failure to perform caused by the default of a sub-tier supplier of Supplier will be excused only if (a) it is beyond the control of both Supplier and its sub-tier supplier(s) and without the fault or negligence of any of them, and (b) the Goods to be furnished cannot be obtained from other sources in sufficient time to permit Supplier to meet the delivery schedule. Supplier's ability to sell Goods at a more advantageous price or Supplier's economic hardship in buying materials or processing necessary for manufacture of the Goods will not constitute an excusable delay event. The party affected by an excusable delay will promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the excusable delay, and will use its best efforts to remedy the delay if it is capable of being remedied. If Supplier's delivery is delayed, Antron may, at Antron's sole option, cancel deliveries that had been scheduled during the excusable delay period or elect to extend the period of performance commensurate with the period of delay caused by the excusable delay. If an excusable delay occurs that affects delivery of Goods to Antron, Supplier will allocate its available supply of Goods in a manner that assures Antron of at least the same proportion of Supplier's total output of Goods as was allocated to Antron prior to the excusable delay event. If delivery of any Goods is delayed for more than 30 days, Antron may, without liability, cancel all or any part of this Purchase Order.

### 4. Shipping Terms, Title and Risk of Loss

Unless otherwise specified on the face of this Purchase Order or in a separate agreement, the F. O. B. point is Antron's location. When the F. O. B. point is Supplier's location, Supplier bears all risk of loss or damage to the Goods and title passes to Antron upon delivery of the Goods to the carrier designated or approved by Antron. When the F. O. B. point is Antron's location, Supplier bears all risk of loss or damage to the Goods and title passes to Antron upon delivery of the Goods at Antron's location.

### 5. Price

Supplier will furnish the Goods at the prices stated on the face of this Purchase Order. Unless otherwise provided on the face of this Purchase

Order, pricing noted includes all additional fees and surcharges. Supplier shall provide pricing which is inclusive of all applicable surcharges. Price changes or additional charges that are not confirmed prior to product shipment will not be approved for payment and the Purchase Order pricing shall take precedence.

## 6. Invoicing and Payment

After each shipment made or service provided, Supplier will submit an invoice listing a description of the Goods provided and, as applicable, part numbers, quantity, unit of measure, hours, and the unit and total prices. The invoice must also include the following information: (a) name and address of Supplier; (b) name of shipper (if different from Supplier); (c) Antron's Purchase Order number(s); (d) country of origin; (e) detailed description of the Goods; (f) payment terms; and (g) shipment terms used. Payment terms are net 45 days from receipt of invoice and conforming goods unless otherwise stated on the face of this Purchase Order or other written agreement executed by both parties.

## 7. Quality Assurance, Supplier agrees to the following requirements

7.1. To implement and sustain a quality system that at minimum conforms to the requirements set forth in the latest revision ISO 9001 Standards. Though Antron does not require formal certification to these standards, External Providers shall at minimum comply with ISO 9001 requirements as outlined in section "8.4.3 Information for External Providers". This includes:

- a. the processes, products, and services to be provided including the identification of relevant technical data (e.g., specifications, drawings, process requirements, work instructions);
- b. the approval of:
  1. products and services;
  2. methods, processes, and equipment;
  3. the release of products and services;
- c. competence, including any required qualification of persons;
- d. the external providers' interactions with the organization;
- e. control and monitoring of the external providers' performance to be applied by the organization;
- f. verification or validation activities that the organization, or its customer, intends to perform at the external providers' premises;
- g. design and development control;
- h. special requirements, critical items, or key characteristics;
- i. test, inspection, and verification (including production process verification);
- j. the use of statistical techniques for product acceptance and related instructions for acceptance by the organization;
- k. the need to:
  - \* implement a quality management system;
  - \* use customer-designated or approved external providers, including process sources (e.g., special processes);
  - \* notify the organization of nonconforming processes, products, or services and obtain approval for their disposition;
  - \* prevent the use of counterfeit parts (see 8.1.4);
  - \* notify the organization of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the organization's approval;
  - \* flow down to external providers applicable requirements including customer requirements;
  - \* provide test specimens for design approval, inspection/verification, investigation, or auditing;
  - \* retain documented information, including retention periods and disposition requirements;
- l. the right of access by the organization, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain;
- m. ensuring that persons are aware of:

- \* their contribution to product or service conformity;
- \* their contribution to product safety;
- \* the importance of ethical behavior.

7.2. To allow Antron, during normal business hours, to make reasonable inspections of the facilities where Supplier and its sub tier suppliers manufacture or process the Goods.

7.3. Suppliers that provide Goods and/or Services and are classified as a "Level 1 Key Supplier" shall be measured based on our Vendor Rating System on a quarterly basis. Suppliers shall work to maintain an "Approved Supplier" rating based on this measurement system. Vendors falling below an acceptable rating shall document and report corrective actions based on our Vendor Rating System instructions.

## 8. Certifications

8.1. All materials and services provided by Supplier must have the appropriate certification documentation supplied at time of arrival to Antron. Failure to provide certification will result in the delay of payment at the Suppliers sole responsibility and be noted as late within the supplier matrix rating.

8.2. All Goods may be inspected and tested by Antron; its customers; higher tier contractors; and end user at all reasonable times and places. If such inspection or testing is made on Supplier's premises, Supplier will provide, without additional charge, all reasonable facilities and assistance required for such inspections and tests. All inspection records, including sub-tier supplier records relating to the Goods, will be maintained and made available to Antron during the performance of this Purchase Order, and for such longer periods as may be specified by Antron.

8.3. Any work being performed that has a physical and measurable result must have inspection reports accompanying the parts upon arrival at Antron Engineering. Inspections must, at a minimum, be processed to sampling plans based on ASQ/ANSI Z1.4 (C=0) unless otherwise specified. Failure to meet these requirements will result in refusal of delivery and will be noted as late within the supplier matrix rating.

## 9. General Indemnification

Supplier will, at its expense, defend, indemnify and hold harmless Antron and its subsidiaries, affiliates and agents, and their respective officers, directors, shareholders, and employees, and Antron's customers (collectively "Indemnitees") from and against any and all loss, cost, expense, damage, claim, demand or liability, including reasonable attorney and professional fees and costs and the cost of settlement, compromise, judgment or verdict incurred by or demanded of an Indemnitee arising out of, resulting from or occurring in connection with Supplier's negligence, willful misconduct, or breach of the terms of this Purchase Order. Prior to service or filing of any significant pleading, motion, brief, discovery response or other document on behalf of Antron, Supplier will provide such documents to Antron for review and approval, which will not be unreasonably withheld. In no event will Supplier enter into any settlement without Antron's prior written consent, which will not be unreasonably withheld.

## 10. Insurance

Supplier will maintain insurance with a carrier covering at least the following insurance: commercial general liability (including product liability, and for services to be performed, completed operations liability) in a sum no less than \$1 million. Prior to the delivery of any Goods, Supplier will provide to Antron certificates of insurance evidencing that Supplier maintains the foregoing insurance, which will provide that such coverage will not be changed without 30 days advance written notification to Antron from the carrier(s). Except where prohibited by law, Supplier will require its insurers to waive all rights of recovery or subrogation against Antron, its subsidiaries and affiliated companies, and its and their respective officers, directors, shareholders, employees and agents. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation

on or satisfaction of the indemnification obligations in this Purchase Order.

### **11. Confidentiality and Intellectual Property**

11.1. All information, including without limitation specifications, samples, drawings, materials, know how, designs, processes and other technical, business or financial information, that: (a) has been or will be supplied to Supplier hereunder by or on behalf of Antron; or (b) Supplier will design, develop or create in connection with this Purchase Order; both as to individual items and/or a combination of components and whether or not completed and all derivatives of (a) and (b) that Supplier has or will design, develop or create are deemed to be "Confidential Information" of Antron. All of the foregoing Confidential Information made in the course of services rendered and all rights thereto belong exclusively to Antron, with Antron having the sole right to obtain, hold and renew, in its own name or for its own benefit, patents, copyrights, registrations or other appropriate protection. To the extent that exclusive title or ownership rights in such Confidential Information may not originally vest in Antron as contemplated hereunder, Supplier irrevocably assigns transfers and conveys to Antron all right, title and interest therein.

11.2. Antron's Confidential Information will remain the property of Antron, may not be used by Supplier for any purpose other than for performing this Purchase Order, may not be disclosed to any third party, and will be returned to Antron upon the earlier of Antron's written request or completion of this Purchase Order. If, with Antron's prior written approval, Supplier furnishes Confidential Information to a sub-tier supplier, Supplier will bind the sub-tier supplier to confidentiality requirements substantially identical to this provision and Supplier will remain responsible to Antron for any breach of this provision by its sub-tier suppliers. No disclosure, description or other communication of any sort will be made by Supplier to any third person of the fact of Antron's purchase of Goods hereunder, the terms of this Purchase Order, the substance of any discussions or negotiations concerning this Purchase Order, or either party's performance under this Purchase Order.

### **12. Compliance with Laws and Integrity**

12.1. Supplier will comply with all applicable national, state and local laws, regulations and ordinances. Supplier will maintain an integrity and compliance program acceptable to Antron and its customers and effective in preventing and correcting ethical violations and in maintaining compliance with laws.

12.2. Supplier warrants that all representations and certifications furnished by Supplier as required by law or regulation in connection with this order are accurate, current and complete as of the effective date of this order, and that to Supplier's knowledge no person has been paid a kickback or illegal gratuity in connection with this order. Supplier agrees to indemnify and hold Antron and its customers harmless for any loss, damage or expenses sustained because any certification or representation herein or required by law or regulation made by Supplier was inaccurate, non-current or incomplete or due to Supplier's non-compliance with any applicable law or regulation.

12.3. If this Purchase Order is issued under a U.S. Government contract or subcontract the provisions set forth in section 17 entitled "Federal Contract Requirements" are incorporated herein by reference as though fully set forth.

### **13. Governing Law**

This Purchase Order will be governed by and construed according to the laws of the State of Massachusetts without regard to principles of conflicts of law. Any and all actions or proceedings relating to the subject matter of this Purchase Order will be maintained by and subject to the jurisdiction of state and federal courts located in Massachusetts which courts will have exclusive jurisdiction for such purposes. The Parties waive the right to a trial by jury in any action or proceeding relating to this Purchase Order.

### **14. Equal Opportunity**

The Equal Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, Section 503 of the Rehabilitation Act of 1973 (Handicap) and the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 U.S.C. 2012), and the implementing rules and regulations in Title 41, CFR, Part 60 are incorporated herein by reference unless an order is exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of E.O. 11246 or provisions of any superseding E.O. As used in said clause, "Contractor" means Supplier. Supplier agrees to provide Antron with an executed EEO Certificate indicating Supplier's compliance or exempt status, annually upon request of Antron. In the event Supplier has a current Certificate on file with Antron, it is incorporated herein by reference, and shall be valid until the next report delivered by Antron.

### **15. Export Control Law**

The U.S. Department of State, Directorate of Defense Trade Controls (DDTC), controls the export and re-export of items and related technical data specifically designed, modified or configured for certain military, intelligence or space applications through the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The U.S. Department of Commerce, Bureau of Industrial Security (BIS) controls the export of certain commercial and dual use items and related technical data. The Supplier shall comply with applicable U.S. export control laws and regulations, including, but not limited to; the Arms Export Control Act, 22 U.S.C. §§ 2751-2794; the International Traffic in Arms Regulation (ITAR), 22 C.F.R. Parts 120-130; the Export Administration Act, 50 U.S.C. app. §§ 2401-2420; and the Export Administration Regulations, 15 C.F.R. Parts 730-774.

### **16. Quality Record Retention**

16.1. The Supplier shall retain objective written evidence of product and/or service conformance to Purchase Order requirements for each shipment. All evidence is subject to review and/or audit by Antron at Supplier's facility or at Antron.

16.2. The following shall be retained for a minimum of 10 years:

1. Any special selection test records
2. Conditioning (burn-in) test records
3. Lot acceptance test (LAT) records
4. Sampling test records or any other test records used to determine item conformance.
5. Reports/certifications of chemical and/or physical analysis/test records that assure conformance to applicable specifications.

16.3. When required by the applicable specifications, reports/certifications are to reflect actual test values. Reports/certifications of chemical and physical analyses/tests are to be fully traceable to the specifications, part numbers, the Antron Purchase Order and the specific shipment.

16.4. If a Quality Attachment requiring any of the following is attached to the Purchase Order, the data collected from the activity shall also be retained:

1. First Article Inspections/Tests (FAITs)
2. Nondestructive tests
3. SPC data (if applicable)
4. Any data collected for a Hardware Acceptance Review.

16.5. Data sheets/test reports shall bear evidence of acceptance by Supplier's signature (or stamp) and date signed.

1. The requested data is to be retained by the Supplier for a period of 10 years after the date of the completion of this Purchase Order, unless otherwise specified in this Purchase Order.
2. The requested data shall be made available for review by Antron or designate when requested.
3. The retention of inspection/test data, as provided herein, shall not modify or limit any representations, warranties, or

commitments made elsewhere herein, or in any way affect the obligation of the Supplier to perform strictly in accordance with the provisions of the Purchase Order.

**NOTE: When required by the DoD and FAA specifications, and as noted on the Purchase Order, inspection, test and certification records shall be retained for a minimum of 20 years.**

#### **17. Federal Contract Requirements**

If this Purchase Order specifies that it is issued for items or services required under a U.S. Government prime contract or subcontract, the following subsections apply to this Purchase Order:

##### **17.1. Debarment and Suspension Warranty**

Supplier represents and warrants that neither it nor any of its officers, directors or employees has been debarred, suspended or proposed for debarment from participation in federal contracts by any agency of the Federal Government.

##### **17.2. DFARS**

Preference for Domestic Specialty Metals: Supplier agrees to comply with DFARS 252.225-7014 and Alternate 1. When required by contract or Purchase Order, raw material or items which contain "specialty metals" (defined as certain steel and other alloys, titanium, and zirconium) shall be acquired from domestic or "qualifying country" sources. The Supplier shall provide certification clearly identifying product as complying with this regulation.

##### **17.3. Counterfeit Electronic Parts Detection and Avoidance System**

When the Purchase Order specifies that electronic parts to be acquired from Supplier are subject to the Counterfeit Electronic Parts Detection and Avoidance System requirements of 48 CFR 252.246-7007, then the following requirements apply to the Purchase Order:

- i. Supplier shall establish and maintain a counterfeit parts detection and avoidance systems that complies in all respects with the requirements of 48 CFR 252.246-7007.
- ii. Supplier shall flow down counterfeit detection and avoidance requirements to its subcontractors and suppliers at all levels in the supply chain that are responsible for buying or selling electronic parts or assemblies containing electronic parts, or for performing authentication testing.

##### **17.4. DPAS (Defense Priorities Acquisition System)**

The purpose of DPAS is to assure the timely availability of industrial resources to meet current national defense and emergency preparedness program requirements and to provide an operating system to support rapid industrial response in a national emergency. The Defense Production Act of 1950 authorized the President to require preferential treatment of national defense programs. Executive Order 12919 put Department of Commerce in charge of program. 15 CFR 700 provides rules for DPAS program. DoD 4400.1-M provides guidance for DoD activities.

When the Purchase Order specifies that the order is DPAS rated, Supplier must prioritize the DPAS rated order over all other orders to ensure a timely delivery of Government approved programs. Two levels of priority, "DX" and "DO", are established and authorized through 15 CFR Part 700.

- All DX rated orders have equal priority with each other and take preference over DO rated order and unrated orders.
- All DO rated orders have equal priority with each other and take preference over all other unrated orders.

A DPAS rated Purchase Order shall be accepted or rejected in writing within 4 working days for DO rated orders and 2 days for DX rated orders.

#### **17.5. Supplier Code of Business Ethics and Conduct**

If this agreement provides for the provision of goods or services in an amount in excess of \$5,000,000 and a performance period in excess of 120 days, then Supplier shall establish and maintain a code of business ethics and conduct that complies with the applicable requirements of FAR § 52.203-13 and implement the procedures called for therein.

#### **17.6. Additional Mandatory Federal Contract Requirements**

When required by the terms of the federal prime contract or subcontract for which the goods or services being supplied by this Agreement are to be used, the additional FAR and FAR Supplemental clauses set forth in the Purchase Order are included in this agreement as if restated in full.

#### **18. Counterfeit Electronic Parts Avoidance**

With regard to any electronic parts procured by or on behalf of Antron for the Goods, Supplier shall meet the following additional requirements:

- i. Supplier shall implement a counterfeit electronic parts detection and avoidance system consistent with the requirements of the latest dated version of SAE standard AS5553, as of the effective date of this contract.
- ii. Supplier shall include the substance of this article, including this flowdown requirement, in all subcontracts awarded by Supplier for work under this Contract.
- iii. Supplier represents and warrants that only new and authentic materials are used in products to be delivered, and that work delivered contains no counterfeit parts. No other material or part, other than a new and authentic part is to be used, unless approved in advance in writing.

#### **19. European Union Compliance**

##### **19.1. RoHS**

Where applicable and when required in the Purchase Order, Supplier warrants and agrees that the goods or services sold to Antron under the Purchase Order and specified to be "RoHS compliant" shall be fully compliant with the European Union Directive No. 2011/65/EU on the Restriction of Hazardous Substances ("RoHS2"). The six hazardous chemicals are as follows: Lead (Pb), Mercury (Hg), Cadmium (Cd), Hexavalent chromium (Cr6+), Polybrominated biphenyls (PBB), and Polybrominated diphenyl ether (PBDE). Supplier shall promptly provide Antron with certification for each shipment made on the Purchase order at time of delivery.

##### **19.2. REACH**

Where applicable and when required in the Purchase Order, Supplier warrants and agrees that goods or services sold to Antron under the Purchase Order and specified to be "REACH compliant" shall be fully compliant with the European Union (EU) regulation no.1907/2006. REACH requires actors in the supply chain to identify the presence of Substances of Very High Concern (SVHC) identified on the Candidate List maintained by ECHA. It is planned that this Candidate List will be updated on a regular basis and at least annually. In accordance with Article 33 of REACH, suppliers of articles must communicate the presence of any Candidate List substances present in the articles at a concentration of >0.1% by weight. ECHA defines an article as an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition. Supplier shall promptly provide Antron with

certification for each shipment made on the Purchase order at time of delivery.

#### **20. NADCAP**

Where applicable and when required in the Purchase Order, Supplier warrants and agrees that services sold to Antron under the Purchase Order and specified to be "NADCAP compliant" shall be fully compliant with the National Aerospace and Defense Contractors Accreditation Program. The Supplier shall promptly provide Antron with certification for each shipment made on the Purchase order.

#### **21. Conflict Minerals**

Supplier warrants and agrees that all products applicable under the Wall Street Reform and Consumer Protection Act, also known as the Dodd-Frank Act Sec. 1502 requirement for reporting conflict minerals originating from the Democratic Republic of Congo (DRC) have been properly reported and are disclosed in documents accompanying shipments of any minerals subject to this provision. Supplier shall promptly provide Antron with certification for each shipment made on the Purchase order at time of delivery.

#### **22. Change Control Agreement**

Supplier will not make any change to the product, process, materials, formulation, packaging, labeling, software, environment, conditions, quality assurance process, service, equipment, production location or subcontractor that could in anyway affect the quality of the finished device, without prior written notification and where appropriate, approval from Antron. The change must be notified to Antron in advance allowing time to evaluate the change before its implementation. This written change notice must be submitted in writing for proper approval.