



QNNECT, LLC TERMS AND CONDITIONS OF PURCHASE

THESE TERMS AND CONDITIONS GOVERN THE PURCHASE OF ALL PRODUCTS AND SERVICES ("PRODUCTS") BY QNNECT, LLC AND ITS SUBSIDIARIES, INCLUDING HI-REL GROUP, LLC, HI-REL ALLOYS, ULC, HI-REL LIDS LIMITED, HI-REL PRODUCTS, LITRON, INC, PACIFIC AEROSPACE & ELECTRONICS, INC., CRISTEK INTERCONNECT LLC, FILCONN, OHIO ASSOCIATED ENTERPRISES, LEGACY TECHNOLOGIES, LLC, and EDINBURGH CONNECTOR COMPANY, LLC (COLLECTIVELY "THE COMPANY") AND APPLY NOTWITHSTANDING ANY CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN ANY PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION ("PURCHASE ORDER") FROM SUPPLIER. UNLESS OTHERWISE PROVIDED HEREIN, ANY WRITTEN ACKNOWLEDGEMENT OF THIS ORDER, OR ANY OTHER COMMENCEMENT OF PERFORMANCE PURSUANT TO THIS ORDER CONSTITUTES ACCEPTANCE HEREOF BY THE SUPPLIER. THESE TERMS AND CONDITIONS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY. NEITHER THE COMPANY'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR THE COMPANY'S FAILURE TO OBJECT TO CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

1) PURCHASE ORDER DEFINED:

- a) The term "Purchase Order" as used in these Terms and Conditions means the document entitled "Purchase Order" that THE COMPANY issues to Supplier. Where applicable, it also includes the following: any written contract entered into between Supplier and THE COMPANY; the written quote, bid, or proposal submitted by Supplier in response to a solicitation; and any written or oral solicitations that THE COMPANY issued to Supplier to which Supplier provided a quote, bid, or proposal (including specifications), and amendments to that solicitation.
- b) If there are any inconsistencies among the documents listed above, the inconsistencies will be resolved in the descending order of importance listed above, with the document entitled "Purchase Order" being first in order of importance. The terms and conditions set forth in the Purchase Order take precedence over any conflicting terms and conditions in documents that Supplier provides. Furthermore, any terms proposed by Supplier that add to, vary from, or conflict with the terms herein are hereby rejected.
- c) Supplier shall flow down the applicable requirements of Purchase Orders to its suppliers and subcontractors, such that these Terms and Conditions will apply equally to all such suppliers and subcontractors.
- d) Unless Seller notifies Buyer in writing within ten (10) days after receipt of this Purchase Order, either receipt by Seller of the signed Purchase Order or performance under the Purchase Order shall constitute acceptance of the Purchase Order by Seller, including all terms, conditions, and specifications herein.

2) PRICE:

- a) The price for the products or services is the price shown in the Purchase Order. Unless THE COMPANY otherwise consents in writing, the price shown in the Purchase Order is the limit of THE COMPANY's liability for the products or services listed in that Purchase Order and all work related thereto. Any requested increase in the price must be submitted to THE COMPANY in writing and can become effective no sooner than sixty (60) calendar days after agreement with the appropriate agent of THE COMPANY.

- b)** Supplier warrants to THE COMPANY that the price charged to THE COMPANY for any products or services shall be Supplier's lowest net price charged to any customer for that product or service, regardless of any special terms or conditions or rebates or allowances of any nature. If Supplier sells any products or services to any customer at a net price less than that set forth in any Purchase Order, Supplier shall adjust its price to the lower price for any un-invoiced products or services and for all future invoices for such products or services ordered by THE COMPANY. This Section 2(b) shall apply to any price reduction applicable to any products or services subsequent to the placement of a Purchase Order and until the delivery of the last installment thereunder.
- c)** If Supplier offers a lower price either as a general price drop or only to some customer(s) for any reason (some exceptions may apply to precious metals), then Supplier shall immediately inform THE COMPANY of this lower price and price protect the services that THE COMPANY receives and THE COMPANY's inventory of affected products by rebating to THE COMPANY an amount equal to the difference in the price paid by THE COMPANY and the lower price for all such services performed or products in THE COMPANY's inventory delivered during the preceding thirty (30) calendar days.
- d)** THE COMPANY may return any standard or non-custom products purchased from Supplier during the previous three (3) years in unopened, original packaging for a full credit against any outstanding or future Supplier invoices.
- e)** Applicable taxes and other charges such as duties, customs, tariffs, imposts and any government-imposed surcharges shall be stated separately on Supplier's invoice and paid by THE COMPANY.
- f)** THE COMPANY reserves the right to have Supplier's records inspected and audited to ensure compliance with these Terms and Conditions. At THE COMPANY's option or upon Supplier's written demand, such audit shall be performed by an independent third party at THE COMPANY's expense. However, if Supplier is found to not be in compliance with these Terms and Conditions in any respect, then Supplier shall reimburse THE COMPANY for all costs and expenses associated with such audit. The results of such audit shall be kept confidential by the auditor, and, if conducted by a third party, only Supplier's discrepancies with these Terms and Conditions shall be reported to THE COMPANY.

3) PAYMENT:

- a)** To be paid, Supplier must submit an itemized invoice referencing a valid Purchase Order number together with proof of shipment (completion and/or delivery evidence), Certificate of Compliance, and any and all other data as specified in THE COMPANY's Supplier Quality Requirements (if any). The invoice must specify the products, services, or work product provided, including item number, and a description of items, sizes, quantities, and unit prices, which must match the description in the Purchase Order, the date or dates of delivery, and the specific dollar amount owed. Supplier will be paid upon full completion and compliance of the entire Purchase Order unless a schedule of progress payments for work in progress is agreed in writing with THE COMPANY. Invoices for progress payments must specify the actual work performed. No charges will be accepted for boxing, crating, drayage, or storage unless agreed in writing by THE COMPANY.
- b)** Unless otherwise agreed in writing, invoices are paid net ninety (90) calendar days from the date of receipt of the products or completion of any required services, and not on the basis of Supplier's invoice date. Payment of invoices will not constitute acceptance of the products and will be subject to adjustment for sorting, shortages, defects, and other failures of Supplier to meet the stated requirements of the Purchase Order. THE

COMPANY's tender of payment by check is sufficient, provided such check is honored, upon presentment to the "Payor Bank."

4) DELIVERY AND TITLE:

- a) Title to all property to be delivered hereunder shall remain in Seller until such property is delivered at the F.O.B. point specified on the face of this purchase order. All risks of loss or damage to property to be delivered by Seller shall be upon Seller until title of such property passes to Buyer. Seller shall bear all risks of loss to property rejected by Buyer after Seller's receipt of notice of rejection, until such property is re-delivered to Buyer, except for the loss or destruction of, or damage to, such rejected property resulting from the negligence of officers, agents or employees of Buyer acting within the scope of their employment. If property is furnished by Buyer for performance of this purchase order, all risks of loss or damage to such property shall be upon Seller until such property has been re-delivered to Buyer. Seller shall properly segregate, identify and protect all such property. Processing of claims relating to loss of or damage to property to be furnished hereunder shall be accomplished by the party responsible for the loss or damage at the time the claim arises. Seller warrants to Buyer that title to all property to be delivered hereunder will transfer to Buyer free of any liens, charges, encumbrances, or rights of others.
- b) All products shall be prepared for shipment in a manner which: (i) follows good commercial practice, unless otherwise noted on the Purchase Order or Drawing; (ii) is acceptable to common carriers for shipment at the lowest rate; and (iii) is adequate to ensure safe arrival. Supplier shall mark all containers with all necessary lifting, handling and shipping information, purchase order number, date of shipment and the names of THE COMPANY and Supplier. THE COMPANY shall notify Supplier of the method of shipment and expected delivery date. If no instructions are given, then Supplier shall select the most cost-effective carrier, given the time constraints known to Supplier. Supplier shall ship only the quantity of products specified in the Purchase Order. THE COMPANY may return at Supplier's expense any products in excess of the quantity stated in the Purchase Order.
- c) Any forecasts provided by THE COMPANY are for planning purposes only and do not constitute a Purchase Order or other commitment by THE COMPANY.
- d) Supplier shall notify THE COMPANY in writing within five (5) business days of its receipt of THE COMPANY's Purchase Order if Supplier is unable to make any scheduled delivery and state the reasons therefor. The absence of such notice constitutes acceptance of the Purchase Order and its terms.
- e) The services must be carried out and completed in accordance with the agreed timeframe set forth in the Purchase Order. Time is of the essence and any changes to the agreed timeframe must be authorized by THE COMPANY in writing. If any services are delivered late according to the agreed timeframe, THE COMPANY will have the right to seek reimbursement for any added costs incurred to maintain production, including, but not limited to, premium freight expenses, and excess charges paid to another supplier.

5) SPECIAL TOOLING:

All special tooling that is included in the purchase price specified in this purchase order, whether designed by Seller, Buyer or a third party, shall become, upon acquisition or manufacture, the property of Buyer. Seller shall deliver such special tooling to Buyer after performance is completed hereunder, unless it is needed to fill further orders from Buyer and Buyer has consented in writing to retention by Seller. The term special tooling

includes, but is not limited to, all tools, dies, jigs, fixtures, mold, patterns, special taps, special gauges, special test equipment, software, other special equipment and manufacturing aids, and replacement thereof, acquired or manufactured by Seller for the performance of this purchase order which are of such a specialized nature that, without modification or alteration, their use is limited to the production of the item(s) on the face of this purchase order or the performance of services to be supplied to Buyer hereunder.

6) ACCEPTANCE AND REJECTION:

- a) If, prior to final acceptance, any products, services, or work product are found to be defective, deficient, or not as specified, or if THE COMPANY is entitled to revoke acceptance of them, THE COMPANY may reject or revoke acceptance, or require delivery at an equitable reduction in price, at THE COMPANY's option. Supplier must reimburse THE COMPANY for all incidental and consequential costs, labor sorting costs, extra processing, and incidental expenses related to unaccepted, reworked, or rejected products or services. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, deficiencies, fraud, or other such gross mistakes as amount to fraud. Acceptance of performance does not waive the right to claim damages for breach of contract. THE COMPANY is not obligated to notify Supplier of, or to pay Supplier for, products shipped or services provided in excess of those stated in the Purchase Order. THE COMPANY may, in its sole and exclusive discretion, reject over-shipments or additional services or work product not specified in the Purchase Order.
- b) If any Purchase Order has been issued by THE COMPANY in response to Supplier's offer and if any of the terms and conditions herein are additional to or different from the terms of such offer, then the issuance of the Purchase Order by THE COMPANY will constitute an acceptance of such offer, subject to the express condition that the Purchase Order (and these Terms and Conditions) constitutes the entire agreement between THE COMPANY and Supplier with respect to the subject matter thereof and the subject matter of such offer, without regard to the terms of such offer. Further, Supplier is deemed to have so assented to and acknowledged these Terms and Conditions unless Supplier notifies THE COMPANY to the contrary in writing within seven (7) calendar days of receipt of the Purchase Order. Any reference by THE COMPANY to Supplier's offer or proposal is solely for the purpose of incorporating the description and specifications of the products and services contained therein to the extent that such description and specifications do not conflict with the description and specifications contained in the Purchase Order.

- 7) CHANGES:** At any time prior to the time title has passed to THE COMPANY with respect to any products or acceptance of services or work product, an authorized representative of THE COMPANY may make changes within the general scope of the Purchase Order, including, but not limited to, changes in drawings, designs, specifications, supplier quality requirements, packaging, time and place of delivery, nature and duration of services, and method of transportation, by giving written notice thereof to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of Supplier's obligations under a Purchase Order, then an appropriate equitable adjustment must be made to the Purchase Order. No change by Supplier will be recognized without written approval by an authorized representative of THE COMPANY. Any claim of Supplier for an adjustment under this Section (6) will be deemed to have been waived unless made in writing within ten (10) calendar days from the date of receipt by Supplier of notification of such change. Nothing in this Section (6) will excuse Supplier from proceeding with performance of the Purchase Order as modified.

8) TERMINATION:

- a) THE COMPANY may terminate any Purchase Order at any time for convenience by giving Supplier at least fifteen (15) calendar days' written notice of termination. Upon termination for convenience, Supplier will, upon receipt of notice from THE COMPANY, discontinue all work in connection with such Purchase Order, cease ordering materials therefor, and use its best efforts to cancel any existing orders for materials related to the terminated portion. THE COMPANY will consider in good faith any documented request by Supplier for reimbursement of out-of-pocket costs or expenses actually incurred in connection with any such termination.
- b) A non-breaching party may terminate any Purchase Order without penalty for the failure of the other party to comply with the Purchase Order by giving that other party at least thirty (30) calendar days' written notice of the failure to comply, unless such failure is cured within such thirty (30) day period.
- c) Termination of a Purchase Order by THE COMPANY will not relieve Supplier of its obligations or liabilities under the applicable provisions of the Uniform Commercial Code.
- d) Upon termination of any Purchase Order, THE COMPANY will not be required to make any payments for finished products, work-in-process, or other raw materials fabricated or procured by Supplier in amounts in excess of those authorized for delivery under such Purchase Order nor for any undelivered products which are in Supplier's standard stock or which are readily marketable. For requested reimbursement for production material, THE COMPANY will only consider claims supported by THE COMPANY Purchase Orders, schedules or forecasts for three (3) weeks of requirements for finished products and five (5) additional weeks for works-in-progress and raw materials. All such claims must be submitted to THE COMPANY, if at all, within thirty (30) calendar days of the date of termination. Payments made under this paragraph may not exceed the aggregate price payable by THE COMPANY for finished products which would be produced by Supplier under delivery or release schedules outstanding at the date of termination. Except as provided in this paragraph, THE COMPANY will not be liable for, and will not be required to make payments to Supplier directly or on account of, any claims of Supplier's suppliers or subcontractors for loss of anticipated profit, unabsorbed overhead, interest on claims, product development, or engineering costs and/or facilities, equipment rearrangement costs or rental, unamortized depreciation costs, and/or general and administrative charges from or related to the termination of any Purchase Order. Within sixty (60) calendar days after the effective date of termination, Supplier must submit a comprehensive termination claim to THE COMPANY with sufficient supporting data and evidence to permit THE COMPANY to audit, and will thereafter promptly furnish such supplemental or supporting information as may be directed by THE COMPANY and will give to THE COMPANY, its agents, and/or representatives, the right to audit and examine all books, records, facilities, work material, inventory, products, designs, records, reports, or other items that relate to any termination claim made by Supplier.

9) WARRANTIES:

- a) Supplier warrants that the products, services, and/or work product provided under each Purchase Order are conveyed with good title, free from any competing claims of ownership, security interests, and/or liens and free from any claims of copyright, trademark, patent or other intellectual property infringement.
- b) Unless otherwise modified elsewhere in these Terms and Conditions or not stated in the Quality Requirements, Supplier warrants that, for one (1) year after acceptance by THE COMPANY, the products, services, or work product will:
 - i) Strictly comply with all of THE COMPANY's drawing specifications, work instructions,

- purchase order instructions, engineering design requirements, supplier quality requirements, (including but not limited to those stated in the Purchase Order) and with any samples furnished by, or supplied to, THE COMPANY;
- ii) Be free from defects in workmanship and material;
 - iii) Be fit for the intended purposes for which they are used by THE COMPANY;
 - iv) With the variations permitted by the Purchase Order, be of even kind, quantity, and quality within each unit and among all units;
 - v) Be adequately contained, packaged, and marked as the Purchase Order may require; and
 - vi) Conform to the written and/or oral promises or affirmations of fact made by Supplier.
- c)** Supplier warrants that the rate of failure of products supplied to THE COMPANY under these Terms and Conditions shall not exceed two-tenths of one percent (0.2%) for any particular type of products. If the failure rate: (i) exceeds two-tenths of one percent (0.2%) per type of products, Supplier shall provide THE COMPANY with assurances reasonably acceptable to THE COMPANY that Supplier is aware of the problem and is actively attempting to identify and resolve it, providing THE COMPANY with such information regarding Supplier's resolution attempts as THE COMPANY may reasonably require; (ii) exceeds five-tenths of one percent (0.5%) per type of products, THE COMPANY shall have the right to charge Supplier for the cost to rebuild all products and equipment that use or incorporate the failed products; and (iii) exceeds one percent (1.0%) per type of products, THE COMPANY shall have the right to charge Supplier for the cost to rebuild all products and equipment that use or incorporate the failed products as well as all costs and expenses incurred by THE COMPANY as a result of returns of products and/or equipment by THE COMPANY's customers, including, but not limited to, all costs and expenses of shipping and retesting such products and equipment and providing its customers with engineers to requalify such products and/or equipment. The rights set forth in this Section shall be in addition to such other rights and remedies as may be available to THE COMPANY at law or in equity.
- d)** Inspection or testing of or payment for the products, services, or work product shall not affect any of the warranties set forth above.
- e)** The foregoing warranties shall run to THE COMPANY, its successors, assigns, and customers, and the users of its products. Supplier agrees to replace or correct defects in any products or services not conforming to the foregoing warranties promptly, without cost or expense to THE COMPANY, when notified of such non-conformity by THE COMPANY. In the event of failure by Supplier to correct defects in or replace non-conforming products or services promptly, THE COMPANY, after reasonable notice to Supplier, may make such correction or replace such products and services and charge Supplier for any costs and/or expenses incurred by THE COMPANY in connection therewith.

10) RIGHT OF ACCESS: THE COMPANY reserves the right of access to Supplier's facilities with reasonable prior notice. In addition, THE COMPANY reserves the right of access by THE COMPANY, THE COMPANY's customers and regulatory authorities to the applicable areas of Supplier's facilities, at any level of the supply chain involved in the order, and to all applicable records.

11) NON-CONFORMING PRODUCTS:

- a)** Supplier is not authorized to deliver any products that deviate from the requirements specified in a Purchase Order. If shipment of non-conforming or suspected non-conforming product has been detected by Supplier and is in transit or has been

delivered, Supplier shall immediately notify THE COMPANY in writing. Supplier shall cooperate with THE COMPANY's "Corrective Action" process, which includes root cause investigation and corrective action implementation and associated documentation, when it is determined that Supplier is responsible for the non-conformity.

- b) THE COMPANY is not required to perform incoming inspections of any products, and Supplier waives any right to require THE COMPANY to conduct any such inspections. Supplier will not substitute any product (or any materials or subcomponents incorporated in any products) unless THE COMPANY consents in writing. If THE COMPANY rejects any product as non-conforming, then THE COMPANY may, at its option: (i) reduce the quantities of products ordered by the quantity of non-conforming product;
- c) (ii) require that Supplier replace the non-conforming products at Supplier's sole cost and expense; and (iii) exercise any other applicable rights or remedies. If Supplier fails to inform THE COMPANY in writing of the manner in which Supplier desires that THE COMPANY dispose of non-conforming products within forty-eight (48) hours of Supplier's receipt of written notice of THE COMPANY's rejection of non-conforming products (or such shorter period as is reasonable under the circumstances), then THE COMPANY will be entitled to dispose of the non-conforming products in such manner as THE COMPANY sees fit, in its sole discretion, without liability to Supplier; provided, however, that in all events THE COMPANY may elect to ship any non-conforming products back to Supplier at Supplier's sole cost and expense. Supplier will bear all risk of loss with respect to all non-conforming products and will promptly pay or reimburse all costs and expenses incurred by THE COMPANY to return, store, or dispose of any non-conforming products. THE COMPANY's payment for any non-conforming products will not constitute acceptance of such products by THE COMPANY, limit or impair THE COMPANY's right to exercise any rights or remedies, or relieve Supplier of its responsibility for such non-conforming products.

12) CERTIFICATE OF CONFORMANCE (CofC): A CofC signed by Supplier's quality assurance representative must accompany each lot of products and/or parts shipped to THE COMPANY. The CofC will indicate that the products or parts supplied against the Purchase Order meet any and all drawing, Supplier, and/or Purchase Order requirements. THE COMPANY may require other documents to support the conformity of the products supplied against a THE COMPANY Purchase order including but not limited to: Certificates of Conformity, AS9102 Reports, FAIR Reports, and/or other supporting documentation as deemed appropriate to provide clear and convincing evidence of supplier conformity to the THE COMPANY Purchase Order specifications, requirements, and instructions. Any and/or all of these requirements of this Section (11) apply to each and every THE COMPANY Purchase Order even if not specified therein unless specifically excluded from the THE COMPANY Purchase Order in writing.

13) TRACEABILITY: Supplier is required to set up and maintain adequate traceability methods for the products or services provided to THE COMPANY. These traceability methods must be made available to THE COMPANY upon request.

- a) All products shipped by Supplier shall have one-way (backwards) traceability; therefore, Supplier must be able to trace backward from the final end product or parts delivered to THE COMPANY to all items used to produce such product or part. Such items include, but are not limited to, assemblies, subassemblies, electronic/electrical parts, raw materials, mechanical machined parts and special processes.
- b) The product traceability method must be included on the Supplier Packing List,

Certificate of Conformance, or indicated directly on the products. Full compliance with DFARS 252.246-7007 is required on each and every Purchase Order. The Supplier shall have risk based auditable processes (taking into the consideration the consequences of the failure of a part supplied on a THE COMPANY Purchase Order) that enable tracking of any and all source materials incorporated into the final part supplied on the THE COMPANY Purchase Order.

14) FOREIGN OBJECT DAMAGE (FOD) PREVENTION: The supplier shall ensure that Foreign Objects and subsequent Foreign Object Damage (FOD) is eliminated from all parts prior to shipment. The supplier shall ensure that the responsibility for the FOD prevention program is clearly defined and appropriate personnel have received FOD awareness training. The supplier is further responsible to flow down this requirement to their sub-tier suppliers to ensure FOD free products. For additional information regarding FOD prevention, refer to National Aerospace Standard (NAS) 412 "Foreign Object Damage/Foreign Object Debris (FOD) Prevention." The NAS 412 document may be used as a baseline FOD prevention resource.

15) RECORD RETENTION:

- a) Supplier shall maintain records of all inspections and tests performed on representative lots of products delivered to THE COMPANY and records of all incoming materials acceptance documentation. THE COMPANY reserves the right to request or review at Supplier's facilities any inspection or test records used to form the basis of acceptance. All inspection records and/or certifications must be retained for a period of ten (10) years from date of shipment, unless otherwise specified in the Purchase Order.
- b) At least sixty (60) days prior to disposal of any records specifically for products sold to THE COMPANY, Supplier shall notify an applicable THE COMPANY contact in writing. THE COMPANY may request that Supplier transfer ownership of those records to THE COMPANY, at THE COMPANY's sole cost and expense.

16) ELASTOMERIC MATERIAL AND SHELF LIFE ITEMS: All elastomeric materials used in products, and components and parts of products, delivered to THE COMPANY shall be new/unused. Supplier shall include certification thereof, with Cure/Manufacturer Date, Compound/Batch Number, and Expiration Date information, with each shipment. All products sold to THE COMPANY must have a minimum of eighty percent (80%) of the shelf life remaining as of the date of receipt by THE COMPANY or must comply with applicable Quality Clause per Purchase Order requirements. Any products not satisfying this requirement may be rejected by THE COMPANY, in whole or in part, in THE COMPANY's sole discretion and at Supplier's sole cost and expense.

17) COUNTERFEIT PARTS PREVENTION:

- a) Supplier will ensure that only new and authentic materials are used in products delivered to THE COMPANY. Supplier shall implement and maintain a comprehensive counterfeit parts control plan that documents its processes used for risk mitigation, disposition, and reporting of counterfeit parts that complies with Aerospace Standard AS5553C 2019.03.26 (or alternatively the latest published revision), the Counterfeit Electrical, Electronic, and Electromechanical (EEE) Parts; Avoidance, Detection, Mitigation, and Disposition standard adopted by SAE International (or equivalent standard).
- b) THE COMPANY may require material certificates, Certificates of Conformity, AS9102 Reports, FAIR Reports, and/or other supporting documentation as appropriate to

provide evidence of the authenticity of material delivered to THE COMPANY. When necessary, this requirement may be included in a Purchase Order, but this Section will apply to all Purchase Orders even if not specified therein.

18) CONFIGURATION CONTROL:

- a) Supplier agrees not to make any changes in materials, processes or design details without prior written approval of THE COMPANY. If such approval is granted, all part numbers and the originals of all drawings and data shall be revised accordingly. Supplier will flow down the above requirement to all of its suppliers and subcontractors.
- b) Supplier shall provide THE COMPANY with written notice, in a format and with content acceptable to THE COMPANY in its sole discretion, of any proposed changes to Supplier's manufacturing process(es), material(s), and/or manufacturing location(s), and Supplier shall provide such notice to THE COMPANY at least ninety (90) calendar days prior to Supplier's execution or implementation of any such proposed change(s). If any such proposed changes are executed or implemented by Supplier prior to its receipt of any Purchase Order from THE COMPANY, then Supplier shall immediately notify THE COMPANY upon receipt of the applicable Purchase Order. THE COMPANY expressly reserves the right to cancel, without cost, liability or penalty, any Purchase Order, if THE COMPANY determines, in THE COMPANY's sole discretion, that any such changes will not comply or otherwise meet THE COMPANY's requirements for the products ordered.
- c) Seller shall not enter into any lower tier subcontract or Purchase Order valued at the lower of either \$100,000 or 10% or more of the indicated value of this Purchase Order without prior written consent of Buyer.

19) COMPETENCE:

- a) All personnel performing various assignments for or on behalf of THE COMPANY shall be determined competent on the basis of appropriate education, training, skills and/or experience.
- b) Supplier must have appropriate verifiable evidence, processes, and controls in place to assure that all of its personnel are aware of their contribution to product and service conformity as well as their contribution to product safety.

20) SECURED COMMUNICATIONS: Interaction with responsible parties at THE COMPANY

- a) shall be applicable to the type of information and communication needed. Email communication, in-person visits, telephone interaction (Cellular, IP, or Land Line), instant messaging, video conferencing, Microsoft, GoToMeeting, Skype, WebEx, EDI and other secure sources of data exchange may all be appropriate means of communication, depending on the circumstances. The Supplier is required at all times to maintain a fully secured communications network that is in compliance with DFARS 252.204-7012 and NIST 800-171. Additionally, it is the Supplier's responsibility to flow down this secured communications requirement to any and all other suppliers that are utilized in the support of a THE COMPANY Purchase Order. The THE COMPANY General Manager should be notified immediately in the event that the Supplier has detected a breach in the Communications Security.

21) SUPPLIER PERFORMANCE: THE COMPANY reserves the right to measure and communicate performance metrics for Supplier in order to drive improvements. Metrics

related to quality, delivery and service may be included in the performance measurement. The Supplier's performance as it relates to these metrics will ultimately determine as to whether or not the Supplier is retained for future THE COMPANY Purchase Orders.

22) CONFLICT MINERALS: In accordance with Section 1502 of the 2010 USA Dodd- Frank Wall Street Reform and Consumer Protection Act (the "Act"), it is THE COMPANY's policy and expectation that its suppliers will use due diligence to comply with the legal requirements imposed by the Act, and to provide products free of Conflict Minerals. "Conflict Minerals" refer to cassiterite (tin SnO₂), columbite-tantalite (coltan or tantalum), gold, wolframite (tungsten) or their derivatives mined in the Democratic Republic of the Congo and surrounding countries. "Due diligence" means the standard adopted by the Organization for Economic Cooperation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. Upon request, Supplier shall provide THE COMPANY with all required evidence that its products do not contain or include any Conflict Minerals.

23) ENVIRONMENTAL:

- a) Supplier represents and warrants that it shall perform all obligations under this Agreement in compliance with all applicable federal, national, EU, state, provincial and local environmental, health and safety laws, rules and regulations. From time to time, at THE COMPANY's request, Supplier shall provide certificates to THE COMPANY, in form and substance acceptable to THE COMPANY, indicating compliance with the provisions of this Section.
- b) Supplier represents and warrants that each chemical substance constituting or contained in any products delivered to THE COMPANY is on the list of chemical substances compiled and published by (i) the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 USC Section 2601 et seq.), as amended; (ii) the European Inventory of Existing Commercial Chemical Substances (EINECS) or the European List of Notified Chemical Substances (ELINCS); or (iii) any equivalent lists in any other jurisdictions to which THE COMPANY informs Supplier or Supplier knows the products will likely be shipped to or through. Supplier further represents and warrants that each chemical substance constituting or contained in any such products is pre-registered if required, and registered if required, under Regulation (EC) No. 1907/2006 ("REACH"), is not restricted under Annex XVII of REACH, and, if subject to authorization under REACH, is authorized for THE COMPANY's use.
- c) Supplier represents and warrants that none of the products delivered to THE COMPANY will contain any: (i) arsenic, asbestos, benzene, polychlorinated biphenyls (PCBs), carbon tetrachloride, beryllium, halogens, or radioactive materials; (ii) chemical restricted under the Montreal Protocol on ozone-depleting substances; (iii) substance restricted under Annex XVII of REACH; or (iv) other chemical the use of which is restricted in any other jurisdictions to which THE COMPANY informs Supplier the products are likely to be shipped or Supplier knows the products are likely to be shipped to or through; unless THE COMPANY expressly agrees otherwise in writing and Supplier identifies an applicable exemption from any relevant legal restriction on the inclusion of such chemicals or hazardous materials in such products. Upon request from THE COMPANY and subject to reasonable confidentiality provisions which enable THE COMPANY to meet its compliance obligations, Supplier will provide THE COMPANY with the chemical composition, including proportions, of any substance, preparation, mixture, alloy or goods supplied under any Purchase Order and any other relevant

information or data regarding the properties, including, but not limited to, applicable test data and hazard information.

- d) If Supplier is located outside of the U.S. and is shipping products into the U.S., regardless of which party is the importer of record, Supplier agrees to comply with the import restrictions contained in Section 13 of the Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et seq.), provide the appropriate TSCA Certification required under 19 CFR 12.121, and be responsible for any fines or liabilities resulting from any breaches or violations of this provision.
- e) With respect to any products delivered to THE COMPANY, Supplier shall provide all relevant information, including, but not limited to, safety data sheets, in the language and the legally required format of the location to which the products are to be shipped, as well as any mandated labeling information, required pursuant to applicable requirements, including, but not limited to:
 - f) the Occupational Safety and Health Act (OSHA) regulations codified at 29 CFR 1910.1200; or
 - g) REACH or EU Directive 67/548/EC, as amended, if applicable; and (iii) any other applicable law, rule or regulation or any similar requirements in any other jurisdictions to which THE COMPANY informs Supplier the products are likely to be shipped. For each such material, identification shall reference the stock or part number of the delivered products. Hazardous materials include, but are not limited to, materials embedded in any delivered product in such a manner as to present a potential for personal injury or harm or property damage in the course of normal use, repair, accidents or disposal. Supplier represents and warrants that it shall perform all of its obligations under each Purchase Order in compliance with all applicable federal, national, EU, state, provincial and local environmental, health and safety laws, rules and regulations.

24) COMPLIANCE WITH LAWS:

- a) Supplier will comply with all applicable federal, national, EU, state, provincial, and local laws, rules, regulations, orders, guidelines, standards, limitations, controls, prohibitions, and/or other requirements that are contained in, issued under and/or otherwise adopted pursuant to any such laws relating to the services, manufacture, production, labeling, sale and/or shipment of any products, including the Americans with Disabilities Act and all applicable federal, national, EU, state, provincial, and state laws, rules, and regulations pertaining to fair employment practices or which prohibit discrimination because of age, color, sex, physical or mental handicap, race, nationality, religion or creed, or other similar federal, national, EU, state, provincial, or local laws, rules, and/or regulations.
- b) Among other things, this provision specifically applies to the laws for the marking of the country of origin on all products supplied under any Purchase Order. Supplier further represents that it will at all times comply with such applicable laws, rules, and regulations and, wherever necessary, will render immediate effect to all such applicable laws, rules, and regulations and, further, when asked or directed by THE COMPANY, will furnish written proof of such compliance.
- c) The laws of the THE COMPANY in which the Purchase Order is issued from apply to the performance and interpretation of the Purchase Order without reference to its choice of law rules. Any provision required to be included in a contract of a type similar to the Purchase Order by any applicable and valid executive order, federal, national, EU, state, provincial, or local law, ordinance, rule, or regulation is deemed to be incorporated into the Purchase Order. Unless otherwise agreed to by Supplier and THE COMPANY in writing, there is excluded from all Purchase Orders (including any

amendments or changes thereto) the application of the United Nations Convention on Contracts for the International Sales of Products.

- d) THE COMPANY observes a zero tolerance towards slavery and human trafficking in all of its operations and in those of suppliers, subcontractors, and agents in its global supply chain. Supplier will be equally committed and warrants that it has thoroughly investigated its labor practices and those of its supply chain, to ensure that there is no slavery or forced labor used anywhere in its organization or by any suppliers or subcontractors to its organization.
- e) Supplier confirms that it has put in place all necessary processes, procedures, investigations and compliance systems required to ensure that this situation will continue to be the case at all times and it is fully compliant with the Federal Acquisition Regulation, the Defense Federal Acquisition Regulation, the California Civil Code, the UK Modern Slavery Act 2015 and any other applicable anti-slavery and human trafficking laws applicable.
- f) THE COMPANY also takes a zero-tolerance approach to bribery and corruption and is committed to acting professionally, fairly and with integrity in all of its business dealings and relationships. Supplier shall ensure that all of its business activities are conducted in compliance with the US Foreign Corrupt Practices Act of 1977 (as amended), the UK Bribery Act 2010 (as amended), and the laws and requirements of all countries or territories in which Supplier operates (collectively, the "Anti-Bribery Laws"), including all anti-bribery and anti-corruption laws. Supplier shall not do or take any act, or omit to do or take any act, that would or could cause or lead THE COMPANY to be in breach or violation of any of the Anti-Bribery Laws. Supplier shall not receive or agree to receive from any person or offer to agree to give to any person or procure for any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or showing favor or disfavor to any person in relation to their agreement or contract with THE COMPANY. Any breach of this paragraph by Supplier shall entitle THE COMPANY to immediately terminate their relationship and all Purchase Orders then outstanding, without cost, liability or penalty, and to recover from Supplier the amount of any cost, expense or loss resulting from or as a result of such termination. Further, and without prejudice to the foregoing and/or any other remedy that it may have, if THE COMPANY has reasonable grounds to believe that any of Supplier's personnel has committed a fraud or malpractice and/or otherwise acted in breach of any of the Anti-Bribery Laws, THE COMPANY may, in its sole discretion: (i) suspend the Services; and/or (ii) withhold payment of any sums then owed or due to Supplier. To the extent permitted by applicable law, Supplier shall indemnify THE COMPANY against any damages, losses, costs, and expenses (including, but not limited to, legal expenses) or any other liabilities arising or incurred by THE COMPANY as a result of any breach of this paragraph and/or any applicable laws, including, but not limited to, any breach of any of the Anti-Bribery Laws.

25) EXPORT CONTROL:

- a) Supplier shall comply with all applicable regime export control laws, rules and regulations including, but not limited to, the United States Government's Foreign Trade Regulations (15 CFR Part 30), the Export Administration Regulations (15 CFR Chapter VII Subchapter C), the International Traffic in Arms Regulations (22 CFR Chapter I Subchapter M), and the Foreign Asset Control Regulations (31 CFR Chapter V) (collectively, "U.S. Export Control Laws").
- b) Supplier shall obtain any and all export authorizations (licenses or agreements), as

applicable, required to perform its obligations under any Purchase Order.

- c) Supplier certifies that: (i) it is not located in a country subject to comprehensive U.S. economic sanctions (i.e., Cuba, Iran, Syria, Sudan, or North Korea); (ii) it is not a person designated on the U.S. Department of the Treasury's Specially Designated Nationals List or any other applicable Governmental Denied/Restricted Parties lists, and (iii) it has not had its export privileges denied, suspended, or revoked in whole or in part by the U.S. Government.
- d) Upon THE COMPANY's request, Supplier shall promptly provide THE COMPANY with a statement of origin for all products and with applicable customs documentation for all products wholly or partially manufactured outside of the United States.

26) CONFIDENTIALITY AND PUBLICITY:

- a) Under these Terms and Conditions, either party may have or may be provided access to the other's confidential information and materials (collectively, "Confidential Information"). Each party agrees to maintain the other party's Confidential Information in accordance with these Terms and Conditions and any separate confidentiality or nondisclosure agreement previously or subsequently entered into between THE COMPANY and Supplier. In the absence of such a confidentiality or nondisclosure agreement, at a minimum, each party agrees to maintain the other party's Confidential Information in confidence and limit disclosure to a need-to-know basis, to take all reasonable precautions to prevent unauthorized disclosure, and to treat such Confidential Information as it treats its own information of a similar nature (but with not less than a reasonable degree of care), until such Confidential Information becomes publicly available through no fault of the non-disclosing party. Supplier's employees who access THE COMPANY's facilities may be required to sign a separate nondisclosure agreement prior to admittance to THE COMPANY's facilities.
- b) The parties agree that neither shall disclose the existence of these Terms and Conditions or any Purchase Order, nor any of the details or the existence of the relationship created by these Terms and Conditions or any Purchase Order, to any third party without the specific prior written consent of the other. If disclosure of these Terms and Conditions or any Purchase Order is required by any applicable law, rule or regulation, or is compelled by a court or governmental agency, authority or body, then: (i) the parties shall use all legitimate and legal means available to minimize the disclosure to third parties of these Terms and Conditions or any Purchase Order, including, but not limited to, seeking a protective order; (ii) the disclosing party shall inform the other party at least ten (10) business days (i.e., not a Saturday, Sunday or a day on which banks are not open for business in the geographic area in which the non-disclosing party's principal office is located) in advance of the disclosure; and (iii) the disclosing party shall give the other party a reasonable opportunity to review and comment upon the disclosure, and any request for a protective order pertaining thereto, prior to making such disclosure. The obligations stated in this Section shall survive any expiration, fulfillment, or termination of these Terms and Conditions or any Purchase Order.
- c) If the parties previously entered into one or more separate confidentiality agreements or nondisclosure agreements (each, a "Confidentiality Agreement"), such Confidentiality Agreement(s) shall be and remain in full force and effect as provided therein. In the event of any conflict between the terms of this Agreement and the terms of any such

Confidentiality Agreement, the terms of such Confidentiality Agreement shall control.

27) FORCE MAJEURE: Except for payment of sums due, neither party will be liable to the other nor deemed in default under a Purchase Order if and to the extent that such party's performance of such Purchase Order is prevented by reason of Force Majeure. The term "Force Majeure" means an unforeseeable occurrence that is beyond the reasonable control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; wildcat strikes; armed services and National Guard mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; failures or refusals to act by government authority; and/or other similar occurrences beyond the reasonable control of the party declaring Force Majeure which such party is unable to prevent or avoid by exercising reasonable diligence.

28) INDEMNIFICATION:

a) To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless THE COMPANY, its parent and affiliated companies, and their respective directors, officers, officials, employees, agents, volunteers, successors, and assigns from and against any and all claims, damages, losses, costs, and expenses (including, but not limited to, reasonably attorneys' fees and court costs) relating to or arising from: (i) any acts, errors, mistakes, omissions, work or service (howsoever arising, including, but not limited to, by reason of negligence, gross negligence, intentional misconduct, fraud, breach of warranty, defect in design, material, workmanship, or otherwise, and even though strict liability may be claimed) of Supplier, its directors, officers, officials, employees, members, owners, agents, volunteers, successors, and/or assigns, or any tier of Supplier's suppliers and/or subcontractors, in the performance of any Purchase Order; (ii) any claims, directly or indirectly caused by, incident to, or growing out of any defects in the design, manufacture, or materials used in any products, negligence in the manufacture or provision of any products supplied or the performance of any services hereunder; and/or (iii) any actual or alleged infringement of any patent, copyright, trade secret, trademark, mask work, or other proprietary right arising out of the use or sale by THE COMPANY or THE COMPANY's customers of any product or service provided under any Purchase Order. The amount and type of insurance coverage requirements set forth in these Terms and Conditions will in no way be construed as limiting the scope of indemnification under this paragraph.

b) Supplier further agrees to pay the settlement of any and all such claims, and the defense of any and all actions, suits, and/or legal proceedings of any kind brought to enforce any such claim or claims, and to pay all judgments entered in any such claim, suit, or legal proceeding, and all reasonable costs of attorneys' fees and/or other expenses related thereto. Supplier agrees that, in any instance where such claims in any way affect THE COMPANY's interests under a Purchase Order or otherwise, Supplier will not consummate any settlement without THE COMPANY's prior written consent. Supplier's indemnification obligations herein will continue in full force and effect notwithstanding the fulfillment, termination, or expiration of any Purchase Order.

29) INTELLECTUAL and PHYSICAL PROPERTY RIGHTS: All tools, equipment dies, gauges, models, drawings, supplies, fixtures, molds, patterns, work instructions, or other materials furnished by THE COMPANY to Supplier (whether supplied electronically or in paper form) or made by Supplier for the purpose of any Purchase Order, or that are paid for by THE COMPANY, and all replacements thereof and materials fixed or attached thereto, are and

will remain the intellectual and physical property of THE COMPANY, and shall: (a) be kept confidential; (b) be used by Supplier exclusively for THE COMPANY's orders; (c) be clearly marked as THE COMPANY's intellectual or physical property and segregated when not in use; (d) be kept in good working condition at Supplier's sole cost and expense; and (e) be shipped or delivered to THE COMPANY promptly on demand. To the extent that Supplier may own any rights therein, Supplier hereby assigns and transfers all such rights to THE COMPANY. Supplier will bear all risk of loss or damage to THE COMPANY's intellectual and/or physical property rights.

30) RIGHTS AND REMEDIES: All rights and remedies of THE COMPANY are cumulative and do not exclude any remedies allowed by law. The failure by THE COMPANY to exercise or enforce any of the terms or conditions hereof will not constitute or be deemed a waiver of THE COMPANY's rights hereunder to enforce other terms contained herein. The failure by THE COMPANY to insist upon strict performance of any of the terms and provisions herein will not be deemed a waiver of any subsequent default in the terms or provisions herein. Waiver of any breach will not constitute waiver of any other breach of the same or any other provision. Acceptance of any item or payment therefor will not waive any breach.

31) CERTIFICATION of INDEPENDENT CONTRACTORS: THE COMPANY and the Supplier certify that they are independent contractors under this Terms and Conditions of Purchase Agreement. Nothing herein contained will be deemed to create an employment, agency, joint venture or partnership relationship between the Parties hereto or any of their agents, subcontractors, or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Neither Party will have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.

32) ANTI-KICKBACK ACT: By accepting a Purchase Order, Supplier represents, covenants, and warrants to and with THE COMPANY that Supplier and all of its suppliers and subcontractors are in full compliance with the Anti-Kickback Act of 1986 and amendments thereto (the "Anti-Kickback Act"). Supplier further agrees to indemnify, defend, and hold harmless THE COMPANY, its parent and affiliated companies, and their respective directors, officers, officials, employees, agents, volunteers, successors, and assigns from any violations of the Anti-Kickback Act by Supplier or any of its suppliers or subcontractors. All defined terms set forth in the Anti-Kickback Act shall apply to this Section.

33) CUSTOMS CLEARANCE: Upon THE COMPANY's request, Supplier shall promptly provide THE COMPANY with a statement of origin for all products and with applicable customs documentation for products wholly or partially manufactured outside of the United States.

34) SEVERABILITY: If any provision in a Purchase Order should, under applicable law, in whole or in part, be held invalid, illegal, unenforceable, or void, such invalidity, illegality, unenforceability, or voided state will in no event affect the applicability of any other provisions of such Purchase Order, including, but not limited to, these Terms and Conditions of Purchase.

35) QNET GLOBAL STATEMENT: Supplier agrees to comply with all terms and provisions of THE COMPANY'S [Global Policy Statement](#).