

## TRENTON SYSTEMS PURCHASING TERMS AND CONDITIONS

This document establishes requirements applicable to items ordered under the Procurement Document (Purchase Order) of which this form is a part, to assure that such items are of the required quality and reliability. It contains general product quality assurance requirements that are applicable unless expressly **excluded** in the Procurement Document.

### **C1 GENERAL:**

1. Seller to provide written acceptance of this Purchase Order within two business days.
2. Shipping: Do not insure or declare value.
3. Required Date is defined as the date material should be delivered to Trenton Systems.
4. Trenton Systems may return material that arrives five, or more, business days early.
5. Purchase Order number to accompany all shipments and appear on all correspondence.
6. Seller to email a copy of packing list to Trenton Systems if material is shipping to a different address other than Trenton Systems.
7. Trenton must be notified in advance of delivery of any product changes to these parts.

### **C2: QUALITY MANAGEMENT SYSTEMS:**

Seller shall maintain a QMS, which conforms to requirements of AS9100 or ISO 9001, or equivalent. If Supplier has not been certified to AS9100 or ISO9001 they are expected to have a QMS that meets the requirements of the ISO9001 or AS9100 standards where it relates to items being supplied to Trenton Systems.

### **C3 FLOWDOWN TO SUBTIERS:**

Seller shall ensure that applicable requirements of the Purchase Order, and engineering documents / drawings are flowed down to its Sub-tier suppliers and their sub-tier suppliers as applicable. All references to documentation, certifications and any other requirements that are required of the Supplier are also required of all Suppliers' Sub-tier sources, even if not noted.

### **C4: PERSONNEL AWARENESS**

The organization shall plan, implement, and control the processes needed to assure product safety during the entire product life cycle, as appropriate to the organization and the product.

The Seller's organization shall plan, implement, and control the processes needed to ensure that persons are aware of their contribution to product or service conformity, product safety and the importance of ethical behavior.

### **C5 DOCUMENTATION:**

Buyer may refuse to accept items if Seller fails to submit certifications, documentation, test data or reports specified by the Procurement Document. Documentation includes Buyer source inspection reports when such source inspection is performed.

## **C10 CERTIFICATION OF CONFORMANCE:**

With each shipment of items covered by this procurement that are built to Buyer's drawing or specification, Seller shall submit a certificate of conformance or a certificate of analysis as appropriate, signed and dated by a responsible representative, which shall constitute a representation by the Seller that:

1. Materials used are those which have been specified by Buyer, and that the items delivered were produced from materials for which Seller has on file reports or other required evidence of conformance of such items to applicable specifications, and
2. Manufacturing processes, tests, and inspections used in the fabrication of items delivered were in compliance with applicable specifications forming a part of the Procurement Document.
3. The items as delivered comply with all specifications and other requirements of the Procurement Document.

If the Seller of the item is acting solely as a distributor, a copy of the above certificate from the original manufacturer (OCM) shall accompany each shipment of material to the Buyer. The C of C shall contain the OEM's traceability information including Part Number, LDC or lot number.

## **C15 RESPONSIBILITY FOR CONFORMANCE:**

Neither surveillance, inspection and/or tests made by Buyer or his representatives or representatives of the Buyer's Customers, at either Seller's or Buyer's facility, nor Seller's compliance with all applicable Product Assurance requirements, shall relieve Seller of the responsibility to furnish items which conform to the requirements of the Procurement Document.

Seller shall control sub-tier procurements to the extent required to assure quality requirements specified in Buyer Procurement Documents are satisfied. Requirements may include but are not limited to the following: supplier pre-award survey/evaluations, periodic auditing of suppliers, implementing a supplier rating system, assuring adequate review of procurement documentation prior to procurements, controlling procurement of critical items for Seller's product, inspection of procured items to documented procedures, and control of nonconforming material including corrective action.

## **C20 REPORT OF DISCREPANCY FOR BUYER MATERIAL REVIEW:**

A discrepancy report is to be initiated by the Seller for any departure from drawings, specifications or other Procurement Document requirements and must adequately describe such departures, including a complete description of the cause and corrective action taken to preclude recurrence. The discrepancy report shall be submitted to the Buyer's Purchasing Department, which will arrange for material review. A copy of the discrepancy report will be returned to Seller, showing material review action taken. Seller shall not ship a discrepant item reported on a discrepancy report without Buyer's concurrence. The Seller shall refer to the serial number of the discrepancy report on each shipping document, which covers items on the discrepancy report. Items shipped on a discrepancy report must be segregated from other items to permit separate identification to be maintained.

## **C25 NONCONFORMING MATERIAL:**

Decisions to accept non-conformance's (variances from Buyer drawings and specifications detected at Seller's facilities), must be made by Buyer unless otherwise specified by the Procurement Document.

Seller shall provide for identification, control and segregation of nonconforming material detected at Seller's facility. Unused test samples or scrapped or electronic components shall be physically altered and identified so as to prevent them from re-entering the supply chain.

## **C30 UNAUTHORIZED REPAIRS (NOT TO PRINT):**

Seller may not repair by welding, brazing, plating, splicing, soldering or adhesives, items damaged or found to be faulty during manufacture, without Buyer's written approval. Defects in castings or forgings shall not be repaired by any method without Buyer's written approval.

## **C35 CHANGES:**

Seller shall not change any drawing, process, material, or procedure without prior Buyer written approval, if such drawing, process material or procedure was originally approved by Buyer.

Seller shall not change any process, material, or procedure from that used to qualify items or which was used by Seller to become a qualified source, without written approval by Buyer.

Seller shall notify the Buyer immediately should there be any changes to the QMS, Top Management, Quality Management, location or acquisitions made which are different from what was used by the Seller to become a qualified source.

## **C40 RESUBMITTAL OF REJECTED ITEMS:**

Items rejected by Buyer and subsequently resubmitted to Buyer shall be clearly identified on Seller's shipping document as resubmitted items.

## **C42: FIRST ARTICLE INSPECTION**

When a First Article is required by the Purchase Order, the Seller shall provide a First Article Inspection (FAI) that conforms to the requirements of AS9102, Aerospace First Article Inspection Requirement. The First Article Inspection Report shall accompany the product upon delivery and the part the first article was performed on shall be appropriately identified in the delivery. The First Article Inspection Report must show evidence of acceptance by Supplier's quality assurance representative. Supplier shall flow this requirement down to its Sub-tier suppliers. Manufacture of additional parts prior to the First Article Approval is at the risk of the supplier.

## **C43: CONFIGURATION MANAGEMENT**

The supplier shall maintain a configuration management program to demonstrate that the purchased item conforms to controlled documentation, an approved configuration baseline, control changes to the baseline, and record the status of the changes to ensure compatibility with Trenton System specification and applicable drawing. The supplier shall ensure adequate configuration management practices are in place at their sub-tier suppliers to ensure that part design, material, and processes do not change from original part design and procedures.

## **C45 UNAUTHORIZED SUBMITTAL OF PRODUCTION:**

When the Procurement Document requires Buyer acceptance of a "first article", Seller shall not submit items from a production run for Buyer inspection prior to Buyer's acceptance of such "first article."

## **C50 NOTIFICATION OF FACILITY CHANGE:**

Seller shall not use or relocate any production, manufacturing, test, and/or processing facilities during performance of the work specified on the Procurement Document from those production, manufacturing, test, or process facilities approved by Buyer, without promptly notifying Buyer and affording Buyer an opportunity to examine such facilities for compliance with Product Assurance requirements.

## **C60 CORRECTIVE ACTION REQUESTS:**

When a quality problem exists with Seller's items, Buyer may forward a Supplier Corrective Action Request to Seller. Supplier Corrective Action Requests require timely responses and must include the following information: Analysis of the cause of the problem, statement of the action taken to prevent recurrence, and the effectivity of the action.

## **C70 RECORDS RETENTION**

Seller shall maintain records of all inspections and tests performed on items delivered to Buyer. These records shall identify non-conformances and shall be made available for Buyer review upon request. The period of retention is ten (10) years after completion of the contract, unless otherwise indicated on the Procurement Document. Seller shall contact the Buyer for disposition directions prior to taking any action.

## **C80 SAMPLE INSPECTION:**

Sample Inspection plans may be used by the Seller when tests are destructive, or when the records, or inherent characteristics of the product indicate that a reduction in inspection/testing can be achieved without jeopardizing product quality. Sample inspection must be in accordance with the applicable Buyer specification. When not specified by Buyer specification, military standard sampling plans (e.g., from ANSVASQC Z1.4-1993, MIL-STD-414, or handbooks H106, H107, and H108) may be used. Other sample inspection plans must be approved by the Buyer prior to their implementation. All sample inspection plans shall provide valid confidence in specified quality levels

## **C90 BUYER SURVEYS, SURVEILLANCE, AUDITS, AND INSPECTION:**

Buyer and/or Buyer's Customer and regulatory authorities has the right to conduct surveys, audits and surveillance of all Seller's facilities involved in the order and to all applicable records, or those of Seller's subcontractors or suppliers with prior coordination with Seller, to determine the capability to comply and to verify continuing compliance, with the requirements of the Procurement Document.

Buyer and/or Buyer's Customer has the right to perform inspection at Seller's facilities, or those of Seller's subcontractors or suppliers with prior coordination with Seller, during the period of manufacture and inspection prior to shipment. Final inspection and acceptance shall be performed at the Buyer's facility, unless otherwise specified on the Procurement Document.

## **C100 MEASURING AND TEST EQUIPMENT:**

Seller shall be responsible for validating the accuracy and stability of tools, gages, and test equipment used to demonstrate that items conform to the Procurement Document.

Documented schedules shall be maintained to provide for periodic calibration to adequate standards. Objective evidence of calibrations shall be recorded and made available for Buyer review upon request.

## **C105 ELECTROSTATIC DISCHARGE CONTROL:**

Seller shall provide and maintain a program per MII-STD-1686, ANSI/ESD S20.20 or equivalent for electrostatic discharge control for hardware items to be furnished on this procurement. Buyer requirements are as specified in the Procurement Document. The seller's electrostatic discharge control program is subject to review and approval by the Buyer.

## **C110 SOLDER WORKMANSHIP STANDARD:**

Soldering and processing of electronic assemblies shall be in accordance or equivalent with IPC-A-610 "Acceptability of Electronic Assemblies" or J-STD-001 "Requirements for Soldered Electrical and Electronic Assemblies" Class 2 unless otherwise specified in the Procurement Document.

## C112: FOREIGN OBJECT DERBIS:

The supplier shall establish and maintain an effective Foreign Object Damage (FOD) Prevention Program to reduce FOD using NAS412 and AS9146 "Foreign Object Damage (FOD) Prevention Program - as a guideline.

The material supplied on this purchase order shall be manufactured in an environment that is free of foreign objects or debris including any loose objects such as chips, cleaning materials, clippings, burrs, dust, filings, grease, RTV screws, solder balls, staples, tools, etc.

All delivered Items, including containers designed to protect Items, furnished by Supplier shall be free of any FOD.

## C115 MATERIAL IDENTIFICATION INSTRUCTIONS:

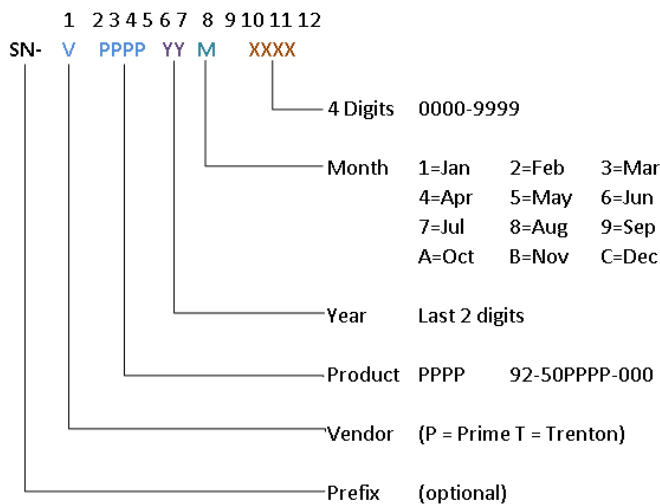
- A. Apply part number and revision number and any applicable change notices numbers per applicable drawing note.
- B. Bag and tag parts.
- C. Identify per procurement instruction requirements.
- D. Identify parts in accordance with the Specification Control Drawing (if applicable per P.O.), applicable Mil-Spec for the component ordered, or MIL-STD-130 (latest revision as of the date of Procurement Document issuance). Use the order of precedence of Specification/Source Controlled Drawings then Mil-Spec, then MIL-STD-130.

## C120 SERIALIZATION:

With each shipment, the Seller shall submit a legible copy listing of all serialized parts and assemblies by part number, within the serialized end item shipped. No two parts having the same part number (under this Procurement or any other Procurement) are to be identified with the same serial number unless otherwise specified. Records must be maintained by the Seller, identifying the serial numbers of serialized subassemblies contained in deliverable end items.

- A. Serial numbers to be assigned by part number are included with this Procurement Document.
- B. Seller shall assign serial numbers to those parts, assemblies and/or end items required by this Procurement.

The serial number format shall be in accordance with the following scheme:



Any deviations to this format must be approved by the Buyer.

## **C125 TRACEABILITY:**

Upon request, or as indicated on the PO, the supplier shall provide objective evidence of the quality of the item supplied, including manufacturing, assembly, inspection, test, and special process records. All records relating to special requirements, key characteristics, and critical safety items (CSIs) shall be clearly identified and traceable to the date and place of production, OEM or OCM. Recorded evidence shall provide the degree of traceability required to enable subsequent verification of all aspects of material, manufacture, special processes, personnel certification, variability control charts, assembly, and inspection of critical characteristics (CCs).

## **C130 PACKING OF PARTS AND MATERIALS:**

Seller shall ensure that parts and materials are packaged in such a way to prevent damage during shipment and delivery. In certain instances, containers will be supplied by Buyer as instructed on the Purchase Order. However, this does not relieve the Seller from the responsibility to ensure containers are used correctly and parts and materials are packaged in such a way to prevent damage to individual parts.

Any special instructions on removal of packaging are to be supplied by the Seller (as needed).

## **C135 STORAGE, SHELF LIFE AND SAFETY DATASHEETS:**

1. Seller shall identify materials and articles having definite characteristics of quality degradation or drift with age and/or the environment. Where shelf life is either a specified requirement or is needed to ensure end-of-life performance, the seller shall affix appropriate label identifying the shelf-life expiration date to supplied materials.
2. Identification shall indicate the date and/or cycle that the critical life was initiated and the date and/or cycle at which the useful life will be expended.
3. If environment is a factor in determining useful life, identification shall also include the storage temperature, humidity, etc., required to achieve the stated useful life.
4. In no case shall materials or articles be supplied to Buyer with less than 75% of its useful life or cycles remaining; however, Seller shall verify that sufficient operating life and environmental margin remains to meet the specified requirements of the procurement document.

## **C140 MOISTURE SENSITIVE PARTS:**

Moisture Sensitive Parts shall be handled, packaged, and properly labeled to protect against moisture absorption in accordance with the requirements of IPC/JEDEC J-STD-033 and IPC/JEDEC J-STD-020.

1. Supplier is required to designate parts as Moisture Sensitive on the packing slip/Certificate of Conformance Documents.
2. Part package has tag that states parts are Moisture Sensitive; Package is vacuumed sealed, contains desiccant with humidity indicator.
3. Seller shall submit a SDS with each lot of material or chemical shipped. The SDS shall provide information including chemical or material classification; health hazard information; emergency and first aid procedures; fire and explosion hazard information; and spill, leak, and disposal information

## **C142 OBSOLESCENCE**

The Seller shall monitor materials for potential obsolescence and notify Buyer immediately of any parts at or near End of Life. If an item is or will become obsolete, the Seller shall work with the Buyer for an acceptable solution. The Buyer must approve any changes related to obsolescence.

## C145 COUNTERFEIT WORK:

a. The following definitions apply to this clause:

- i. "Counterfeit Work" means product or material that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.
- ii. "Suspect Counterfeit Work" means product or material for which credible evidence (including but not limited to, visual inspection or testing) provides reasonable doubt that the work part is authentic.

b. Seller shall not deliver Counterfeit Work or Suspect Counterfeit Work under this Order.

c. Seller shall only purchase products to be delivered or incorporated as material to Buyer directly from an Original Component Manufacturer (OCM), Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distribution chain. Products or materials shall not be acquired from an independent distributor or broker unless Buyer has provided prior written approval.

d. Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware or suspects that it has furnished Counterfeit Work or Suspected Counterfeit Work. When requested by Buyer, Seller shall provide OCM/OEM documentation that authenticates traceability of products or materials to the applicable OCM/OEM.

e. This clause applies in addition to any quality provision, specification, statement of work, or other provision provided in this Order addressing authenticity of work. To the extent that such provisions conflict with this clause, this clause shall prevail.

f. If Counterfeit Work or Suspected Counterfeit Work is delivered under this Order, Seller shall at its own expense, promptly replace such Counterfeit Work or Suspected Counterfeit Work with genuine work conforming to the requirements of this Order. Notwithstanding any other provision in this Order, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Works or Suspected Counterfeit Works including without limitation Buyer's costs of removing Counterfeit Work, of installing replacement products or materials, of any testing necessitated by the re-installation of products or materials after replacement, and any fines or penalties assessed to Buyer because of the Counterfeit Work.

g. The Seller shall participate in monitoring the Government Industry Data Exchange Program (GIDEP) and shall act upon GIDEP reports which affect product or material delivered to Buyer. When Suspect Counterfeit Work or Counterfeit Work associated with this Order is discovered, the Seller shall submit a GIDEP Report and shall ensure Suspect Counterfeit Work or Counterfeit Work are not delivered to Buyer.

h. Seller shall include this clause in all lower tier subcontracts for the delivery of items that will be included or furnished as product or material to Buyer.

## C150 CONFLICT MINERALS:

If Seller is providing Products to Buyer under this Order, Seller shall use commercially reasonable efforts to:

- identify whether such Products contain tin, tantalum, gold, or tungsten.
- determine whether any such minerals originated in covered countries, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act").
- and perform appropriate due diligence on its supply chain in support of Buyer's obligations under the Act.

In addition, Seller shall, as soon as reasonably practicable following the completion of the calendar year, provide a completed Conflict Minerals

Reporting Template, using the form found at <http://www.responsiblemineralsinitiative.org/conflict-minerals-reporting-template/>. If requested, Seller will promptly provide information or representations that Buyer reasonably believes are required to meet Buyer's conflict minerals compliance obligations.

**C155 DPAS PRIORITY RATING:**

All companies in the United States must comply with the provisions of the DPAS regulation. Any company who places or receives priority ratings should be thoroughly familiar with and must comply with, the provisions of the DPAS regulation. If a priority rating is flowed down to the buyer, a new purchase order or an amended purchase order will be sent to the seller. A purchase order can either be fully dedicated to the specific rating or partially. If only a portion of the purchase order is rated, a separate line item will be designated as the priority quantity. If a current open purchase order contains the item, which is rated, an amendment to the PO will designate which line item is priority rated and the non-rated line items may be rescheduled. A seller must accept or reject a rated order and transmit the acceptance or rejection (in writing or electronically) to the buyer placing the order within 15 working days after receipt of a "DO" rated order and 10 working days after receipt of a "DX" rated order. If the order is rejected within the provisions of DPAS, a seller must provide the reasons for the rejection. If a seller has accepted a rated order and subsequently finds that the shipment or performance will be delayed, the seller must notify the buyer immediately, give the reasons for the delay, and advise of new shipment or performance date. A priority rating on a rated order may be changed or canceled by written notification from the buyer who placed the rated order. If the buyer no longer needs items to fill a rated order, any rated orders placed with sellers for the items, or the priority rating on those orders, will be cancelled.

**C160 EXPORT COMPLIANCE**

(a) Seller is advised that this purchase order may involve goods or services subject to the International Traffic in Arms Regulations ("ITAR") (22 CFR Subchapter M, Parts 120-130) or the Export Administration Regulations (EAR). (b) If Seller is a U.S. Company that engages in the business of either manufacturing or exporting defense articles or furnishing defense services, the Seller hereby certifies that it has registered with the U.S. Department of State Directorate of Defense Trade Controls and understands its obligations to comply with, and will comply with, the ITAR and EAR, including obtaining any licenses or permits thereunder and any other applicable government directives related to export control. (c) Seller shall only employ U.S. persons (as defined by 22 CFR 120.15) on the worksite and shall exclude foreign persons (as defined by 22 CFR 120.16) unless the Seller has obtained the express written authorization of the Buyer and the Seller has obtained the appropriate export license, technical assistance agreement or other requisite documentation for ITAR controlled technical data or items. (d) Seller shall not transfer any export-controlled information (e.g., technical data) from the United States ("U.S.") to any non-U.S. person, country, government, or entity without first complying with all the requirements of the ITAR or EAR, as applicable. (e) Prior to requesting U.S. Government authorization to export Buyer's export-controlled information, Seller must first obtain Buyer's written consent. Buyer's written consent shall not relieve Seller of its obligations to comply with U.S. export regulations (f) Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's noncompliance with U.S. export laws.

**C170 COMPLIANCE WITH THE LAW**

Seller agrees that in the performance hereof, it will comply with all applicable laws, statutes, rules, regulations, or orders of the United States Government or of any state or political subdivision thereof, and same shall be deemed incorporated herein by reference. Without limiting the generality of the foregoing, Seller agrees that it will include on all invoices issued by the Seller hereunder the following statement: "The Seller represents that with respect to the production of the articles and/ or performance of the services covered by this invoice, it has fully complied with all the provisions of the Fair Labor Standards Act of 1938, as amended. The Seller represents that all equipment and/ or services furnished under this Purchase Order will meet current safety requirements of the Occupational Safety and Health Act and Seller agrees to indemnify Buyer against any and all liability on account of non-compliance therewith."



## **C180 Infringement**

Seller represents and warrants that all goods and services (for purposes of this Section 16 hereinafter "items"), provided by Seller pursuant to this Purchase Order, which are not of Buyer's design, do not infringe or misappropriate any third-party intellectual property rights and that any use or sale of such items by Buyer or any of Buyer's customers shall be free from any claims of infringement. Seller shall indemnify and hold Buyer, and its customers harmless from any and all expenses, liability, and loss of any kind (including all costs, expenses, and attorneys' fees) arising out of claims, suits, or actions alleging such infringement, which claims, suits, or actions Seller, hereby, agrees to defend, at Seller's expense, if requested to do so by Buyer. Moreover, Seller may replace or modify infringing items with comparable items acceptable to Buyer of substantially the same form, fit, and function to remove the source of infringement, and Seller's obligations under this Purchase Order shall apply to the replacement and modified items. If the use or sale of any of the above items is enjoined because of such claim, suit or action, Seller, at no expense to Buyer, shall obtain for Buyer and its customers the right to use and sell said item.