



## EMINENCE METROLOGY PURCHASE ORDER TERMS AND CONDITIONS

<p>The following <b>General Terms and Conditions (GTC)</b> apply to all EMINENCE METROLOGY purchase orders and contracts, unless otherwise noted. Specific EMINENCE METROLOGY Quality Requirements (EMINENCE METROLOGY QR) clauses apply when noted on the PO.</p>	
GTC	<p><b><u>Right of entry:</u></b> Right of entry for EMINENCE METROLOGY, customer's and regulatory authorities to applicable areas of all facilities, at any level of the supply chain involved in the order and to all applicable records.</p>
GTC	<p><b><u>Acceptance:</u></b> Acceptance of this order, or the initiating of any process, or the furnishing of any product, or the acceptance of payment, constitutes unconditional acceptance by the seller.</p>
GTC	<p><b><u>Amendments:</u></b> Amendments to this order, or EMINENCE METROLOGY terms and conditions shall be set forth in writing, via purchase order change notice, and /or revisions to the purchase order terms and conditions. EMINENCE METROLOGY will consider sellers request to modification of, or exception to, only if such request is made in writing, prior to the acceptance of the order (ref. Acceptance clause)</p>
GTC	<p><b><u>Price:</u></b> The price as stated on this order covers all goods and services to be provided by the seller as specified in the order. These prices also cover all charges for packaging, containers, and transportation, unless specifically depicted otherwise on the face of the order</p>
GTC	<p><b><u>Shipment:</u></b> Shipment of goods and services under this order shall be F.O.B as set forth on the face of the order. Seller shall follow buyers instructions regarding method of shipment, except where buyer has so stated on the face of the order.</p>
GTC	<p><b><u>Schedule:</u></b> Schedule for delivery will be the responsibility of the supplier. The supplier shall not be held liable for damages in respect to delivery delay due to causes beyond sellers reasonable control. However, if the seller does not meet the delivery date as depicted on the face of the order, the buyer may approve a revised delivery schedule, or terminate the order without liability for such termination.</p>
GTC	<p><b><u>Hazardous Material:</u></b> Seller agrees to furnish the applicable material safety data (MSDS) sheet(s) with each shipment, for products designated by industry, state, or federal agencies as hazardous material.</p>
GTC	<p><b><u>Packaging:</u></b> Packaging and protection of the product shipped shall be in accordance with the EMINENCE METROLOGY PO or best commercial practice to protect product from damage and/or deterioration.</p>
GTC	<p><b><u>Change notification:</u></b> Where appropriate, supplier shall notify EMINENCE METROLOGY of changes in product and/or process definition where fit form or function may be affected. Suppliers are also required to notify EMINENCE METROLOGY prior to transferring any work to a new facility. EMINENCE METROLOGY will determine prior to the transfer if the supplier may perform the work at a new facility.</p>
GTC	<p><b><u>Cancellation:</u></b> Cancellations shall remain the right of the buyer and may be initiated at any time.</p>
GTC	<p><b><u>Tooling Furnished:</u></b> Tooling furnished by EMINENCE METROLOGY shall be maintained indoors, the seller is responsible to ensure adequate care is utilized within their facility, to maintain the tooling in good working condition. Any damages to this tooling, while in the care of the supplier shall be reported to the EMINENCE METROLOGY buyer in writing. EMINENCE METROLOGY shall disposition damaged tooling prior to further processing by the seller. Seller rework of EMINENCE METROLOGY furnished tooling shall be authorized in writing.</p>
GTC	<p><b><u>Quality Assurance:</u></b> The supplier shall comply with the EMINENCE METROLOGY quality system requirements as specified by the EMINENCE METROLOGY supplier survey or purchase order. Supplier agrees to implement and maintain the quality or inspection system during the performance of this contract. The supplier shall also ensure the competence of personnel and that they are qualified to perform the tasks. An authorized certificate of conformance is required with each shipment. Process suppliers shall furnish a complete certificate of conformance with each shipment indicating the PO number, specification number and revision, name of supplier and quantities accepted and rejected. Material suppliers shall furnish chemical/physical test reports with each shipment identifying the applicable specification and revision, actual chemical composition and physical properties, melt, heat, batch, or lot. Additional EMINENCE METROLOGY quality requirements (EMINENCE METROLOGY QR clauses) apply when referenced by EMINENCE METROLOGY PO. The supplier is not authorized to perform material review action for nonconforming material.</p>
GTC	<p><b><u>Statistical techniques:</u></b> The use of statistical techniques, including sampling inspection, is allowed unless otherwise specified on the PO.</p>
GTC	<p><b><u>Nonconformances:</u></b> Upon acceptance of an EMINENCE METROLOGY purchase order, the supplier agrees that EMINENCE METROLOGY is entitled to reimbursement of EMINENCE METROLOGY labor and material costs associated with seller responsible non-conformances and damages. Any/all non-conforming parts must be clearly identified, documented and segregated. The seller must obtain approval for their disposition.</p>



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GTC	<p><b><u>Records retention:</u></b> The supplier must retain copies of certifications, test data, chemical and/or physical test reports, lot control data, inspection records and other pertinent data requirements. These results and records are to be maintained by the supplier and made available to EMINENCE METROLOGY or EMINENCE METROLOGY's customer representative upon request, for a minimum period of ten (10) years after shipment to EMINENCE METROLOGY, or as specified on the face of the PO, whenever unique record retention requirements are imposed.</p>
GTC	<p><b><u>Revision status of specifications and relevant technical data:</u></b> Seller and subcontractors at all tiers shall provide EMINENCE METROLOGY with the latest revision of any specification, standard and technical data that is applicable to this contract. Contact the buyer's authorized procurement representative in the event of any inconsistency in any applicable specification or standard.</p>
GTC	<p><b><u>Control of ITAE and/or EAR data</u></b> This technical data is considered ITAR and/or ear controlled pursuant to 22 CFR part 120-130 and 15 CFR parts 730-774 respectively. Transfer of this data by any means to a non-U.S. Person, whether in the united states or abroad, without the proper U.S. Government authorization (e.g., license, exemption, NLR, etc.) is strictly prohibited.</p>
GTC	<p><b><u>Counterfeit goods prevention:</u></b> (a) supplier represents and warrants that counterfeit goods are not contained in goods delivered to buyer through the implementation of policies that include prevention, detection and risk mitigation methods to protect against the use of counterfeit parts. (b) supplier shall purchase parts directly from the original component manufacturer (OCM) / original equipment manufacturer (OEM), or from the OCM authorized or franchised distributor. Procurement through an independent distributor, non-franchised distributor or broker is not authorized. A certificate of conformance shall accompany each shipment of goods delivered, along with OCM/OEM documentation that authenticates traceability of the components to that applicable OCM. If an original OEM/OCM certificate is not available, distributor shall provide a de-lid and die verification report for the supplied parts verifying authenticity of the parts and such other documentation, testing and/or other information as buyer shall reasonably request; however, the submission of such additional items shall not relieve supplier of its obligations hereunder. (c) in the event supplier becomes aware or suspects that it has furnished counterfeit parts, it shall immediately notify buyer. When requested by buyer, supplier shall provide (if available) authorized supplier documentation that authenticates traceability of the parts to the applicable authorized supplier. (d) in the event that goods delivered under this order are, or include, counterfeit parts, supplier shall promptly investigate, analyze and report in writing to buyer whether such counterfeit parts should be replaced with genuine parts conforming to the requirements of this order, or whether an alternative solution is recommended to meet the order requirements at supplier's sole expense. The parties shall then agree upon the appropriate course of action. (e) supplier shall include this clause or reasonably equivalent provisions in all subcontracts for the delivery of goods that will be furnished to or included in goods furnished to buyer. (f) in the event that any counterfeit product is discovered, it shall under no circumstances, be returned to the supplier that provided it.</p>
GTC	<p><b><u>Conflict minerals:</u></b> Seller hereby certifies that no material delivered by seller to buyer under this order contains any substance originating from the democratic republic of congo or any other adjoining country that would require disclosure by buyer under the conflict minerals provisions of the dodd-frank wall street reform and consumer protection act, or any rule promulgated there under. Seller represents and warrants it has adopted all appropriate policies and procedures and has taken all necessary measures, in accordance with the conflict minerals provisions of the dodd-frank wall street reform and consumer protection act and all rules promulgated their under, to grant the certification in the proceeding sentence. Seller shall flow down the substances of this clause to its suppliers which perform work or provide goods or services under this order. Such flow down is subject to verification by buyer.</p>
GTC	<p><b><u>Awareness:</u></b> Seller is to ensure that personnel is aware of, their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior</p>
GTC	<p><b><u>Performance:</u></b> The supplier's overall performance will be based on on-time delivery and acceptance level of products and services provided.</p>
GTC	<p><b><u>Flow-down requirements:</u></b> Requirements of the supplier must flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including customer requirements.</p>
EMINENCE METROLOGY QR1	The supplier shall implement a quality system in compliance with ISO9001:2015. (design and servicing excluded)
EMINENCE METROLOGY QR2	The supplier shall implement a quality system in compliance with SAE AS9100. (design and servicing excluded)
EMINENCE METROLOGY QR3	The supplier and supplier subcontractors shall meet and maintain a calibration system in compliance with calibration system requirements of ISO 17025
EMINENCE METROLOGY QR4	EMINENCE METROLOGY source inspection and/ or customer verification is required at supplier facility prior to shipment. EMINENCE METROLOGY will place an inspection stamp on the supplier shipper to indicate EMINENCE METROLOGY acceptance. Contact EMINENCE METROLOGY at least 48 hours prior to shipment from supplier facility.



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EMINENCE METROLOGY QR5	The supplier shall perform and document a complete first article inspection report (FAIR) in accordance with AS9102 including 100% of B/P or specification requirements. One copy of supplier FAIR will be furnished to EMINENCE METROLOGY along with the first shipment for this PO/contract.
EMINENCE METROLOGY QR6	The supplier shall implement and maintain a key characteristics (KC) control program acceptable to EMINENCE METROLOGY
EMINENCE METROLOGY QR7	The supplier shall provide an inspection report (IR) identifying engineering requirements and actuals. Format will include design characteristics included in AS9102 FAI documentation. Use of supplier or EMINENCE METROLOGY IR is acceptable if all AS9102 elements are included on report. One copy of the IR shall be furnished to EMINENCE METROLOGY representing each manufacturing lot.
EMINENCE METROLOGY QR8	The supplier shall perform 100% inspection of the EMINENCE METROLOGY noted characteristics, a record of the inspection results shall be provided to EMINENCE METROLOGY, sampling inspection is not allowed.
EMINENCE METROLOGY QR9	The supplier shall comply with the EMINENCE METROLOGY special quality requirement noted on applicable EMINENCE METROLOGY purchase order (as defined by EMINENCE METROLOGY QA at time of issuing PO).
EMINENCE METROLOGY QR10	Preference for domestic material produced in the United States applies to this order. Sale of non-U.S. Produced material to EMINENCE METROLOGY must be verified to customer material requirements, including a "qualifying country" requirement, and approved in writing by EMINENCE METROLOGY quality assurance.
EMINENCE METROLOGY QR11	Supplier must receive approval from EMINENCE METROLOGY for the products, services, methods, processes, and equipment used to satisfy the requirements of the PO. The supplier must also receive approval prior to the release of products and services.
EMINENCE METROLOGY QR12	The supplier shall document the process verification activities used and provide to EMINENCE METROLOGY upon request.
EMINENCE METROLOGY QR13	The supplier shall only to use external providers approved by EMINENCE METROLOGY or customer-designated providers.
EMINENCE METROLOGY QR14	The supplier is required to provide test specimens to be used for inspection, verification, investigation, and/or auditing.