

## UNIVERSAL QUALITY NOTE

**This order is subject to the terms and conditions appearing hereon and by accepting this order, the Seller agrees to be bound thereby.**

**Captor Corporation relies on our suppliers to act ethically and responsibly. It is the supplier's (the seller's) responsibility to review and adhere to all of the requirements flowed down as a part of our purchase order.**

1. It is the seller's responsibility to maintain a quality system compliant with AS9100, ISO 9001 or equivalent to support defect free compliant product.
2. The seller's quality system is subject to Captor's review and approval upon request.
3. The seller's quality system shall assure all relevant purchase order requirements are flowed down to their sub-tier suppliers. The seller's sub-tier suppliers are responsible to comply with specifications required by the Purchase Order.
4. The seller shall ensure the revision on the drawing matches the revision noted on the purchase order. If an issue exists with drawing revision, Seller will notify buyer contact on purchase order prior to incurring costs against the purchase order.
  - Preliminary drawings and sketches can only be used for quoting, feasibility, and manufacturability analysis. Product cannot be manufactured to these types of documents. No supplier shall work to verbal direction.
  - The use of approved redlines are acceptable to aide in avoiding manufacturing disruption. All drawings and purchase orders must be revised to incorporate redline changes prior to delivery.
5. Changes to purchase order or drawing revision shall only be accepted from Captor's buyer or its authorized agents.
6. If an item on a purchase order invokes a military or industry standard specification, the revisions in effect are as of the date of the purchase order
7. All goods are subject to inspection and approval before acceptance after delivery. The right is reserved to reject and return at the risk and expense of the seller, including the cost of inspection, such portion of any shipment, which may be defective or fail to comply with specifications, without invalidating the remainder of the order.
8. The uses of pure tin-plated finishes are strictly PROHIBITED. Any tin plating or tin soldering process must contain NO LESS than 3% lead composition.
9. The seller shall establish and maintain an effective Foreign Object Damage (FOD) prevention program.
10. All soldering requirements must comply with IPC J-STD-001 class 3, unless otherwise stated on purchase order.
11. When required by purchase order, a first article verification unit and data report (using AS9102 equivalent) must be approved by Captor prior to acceptance of production lot.
12. Seller shall use qualified personnel to meet the requirements of this purchase order.
13. Invalidity of any one of the terms shall not effect any of the other terms, which shall remain in full force and effect.
14. In order to assess seller's quality of work, conformance with buyer's specifications and compliance with this purchase order, Buyer or its authorized agents, customers and regulatory authorities will have right to access sellers facilities and records. Seller shall, without additional charge, provide all reasonable access and assistance while they are present at such premises.

15. Seller shall exercise strict control covering the disclosure of and access to technical data, information and other items received under this purchase order in accordance the U.S. export control laws and regulations, including but not limited to ITAR. Seller agrees that no technical data, information or other items provided by buyer in connection with this purchase order shall be provided to any Non-U.S. persons or to a foreign entity, including without limitation, a foreign employee or subsidiary of the seller (including those located in the U.S.), without written authorization of buyer and sellers obtaining of the appropriate export license.
16. Seller shall notify buyer, in writing of any non-conforming product prior to shipment. The seller will not ship non-conforming product without prior written consent from the buyer or its authorized agents.
17. Unless otherwise specified by purchase order, records retention for this purchase order and all of its supporting data is 10 years from order fulfillment. Retention can be electronic media or hard copy. The purpose of retention is to maintain the as-built history of this purchase order during its execution through the seller's facility. Each seller should access this requirement and retain the documentation needed to preserve this history.
18. If so identified, this purchase order is a "rated order" certified for national defense use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulations (15 C.F.R. Part 700) when seller places purchase orders with suppliers in the United States.
19. Seller shall notify buyer, in writing of any changes in suppliers, design, material, critical production processes, facility layout, facility location or ownership.
20. All exceptions to these requirements must be requested in writing prior to acceptance of purchase order.
21. Seller shall maintain a Counterfeit parts program in accordance with AS5553, AS6174 and AS6081. Seller represents and warrants that only new and authentic materials are used and that the product delivered contains no counterfeit parts. No other material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by Captor. To further mitigate the possible use of counterfeit parts, seller shall provide traceability of certification to the original component manufacturer. Seller shall flow the requirements of this paragraph to its subcontractors and suppliers at all tiers for the entire performance of this contract.
22. This agreement may not be modified or terminated orally and no claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such waiver is claimed.
23. All electrical / electronic manufacturers and distributors are required to maintain access to GIDEP (Government Industry Data Exchange Program). It is the responsibility of the manufacturer / distributor to ensure all products supplied to Captor at the time of P.O. fulfillment are not affected by a GIDEP alert. When GIDEP initiates an alert for previously deliver product, the manufacturer / distributor will notify Captor in writing with the following information:
  - Manufacturer's part number
  - P.O. material was delivered against
  - GIDEP alert number defining product issue / alert
24. Seller shall assure that persons doing work under the organization's control are aware of their contributions to product/service conformity, product safety, and the importance of ethical behavior.
  - Product Safety Definition: The state in which a product is able to perform to its designed or intended purpose without causing unacceptable risk of harm to persons or damage to property.
  - Seller shall assure that persons doing work under the organization's control are aware of their contributions to product/service conformity, product safety, and the importance of ethical behavior.
25. Cosmetics, Irregularities and Workmanship: Assemblies, castings, and any other "like" supplied goods shall be free from scratches, pits, cracks, or any other anomaly which detracts from the overall appearance of the item.
  - Captor Irregularity Rejection Criteria: (when the surface quality or requirement is not specified on the assembly drawing or additional Purchase Order notes) is as follows:
  - Definition: Irregular surfaces or scuffs and scratches that have a discontinuity or change in profile detectable with a plastic pick or finger nail maybe considered a reject.

- Irregularity must not cover more than 5% of the part feature surface. Even if the irregularity satisfies the less than 5% of the surface allowance, it may still be unacceptable for cosmetic/aesthetic reasons, such as with an externally visible or larger surface. Captor may reject any visual irregularities based on quality expectations and aesthetic requirements flowed down by customers.
- Captor acknowledges that each supplier may have different internal workmanship standards. The goal is to deliver cosmetically appealing parts and assemblies. Any known scratched, dinged, dented assemblies or parts require approval before shipping to Captor or may be rejected at receipt.

26. Material supplied to Captor shall contain no functional mercury and shall not be contaminated by mercury or mercury compounds. Supplier will notify Captor before shipment, for review and disposition if functional mercury is present, mercury contamination is suspected, or if mercury is knowingly introduced in the manufacturing process.

27. Seller shall notify Captor if Seller or Seller's sub-tier suppliers receive a U.S. Government Corrective Action Request (GCAR) related to goods, services, or systemic nonconformance's provided or associated with this Purchase Order.

Upon Captor request, Seller shall provide:

- Copy of the GCAR and any related documentation.
- Reasonable opportunity for Subcontract Manager/Buyer to review Seller's and/or Seller's Sub-tier Supplier proposed draft response, as relevant, to the GCAR prior to submission of the response to the U.S. Government. Copy of the final GCAR response submitted to the U.S. Government.