

Vaupell Purchase Order Terms and Conditions

The provisions listed below shall be made part of the Purchase Order. The requirements of this document are generic and are intended to be applicable to all organizations doing business with Vaupell Northeast. Exclusions or deviations to these requirements are to be submitted in writing to the Quality Manager. Verbal authorizations will not be permitted. Requirements that cannot be applied due the nature of the organization and or the products / services provided will be considered as excluded, providing such exclusions do not affect the organization's ability or responsibility to provide product / service that meets Vaupell and regulatory requirements.

1.0 Quality System Requirements

A) The Supplier's Quality System shall comply with the requirements of one of the following: A) ISO 9001 B) ISO 13485 C) AS 9100 D) Approved Audit E) ISO/IEC 17025

B) All suppliers are required to complete re-evaluation surveys every two years in order to verify QMS compliance and provide current contacts. Class A critical suppliers will receive periodic supplier performance score cards twice per year communicating the quality and delivery performance of active parts delivered.

2.0 Source Inspection 1

A) VAUPELL Source Inspection: All items on this Purchase Order require inspection and/or test, by a VAUPELL Quality Representative, at the Seller's facility prior to shipment. VAUPELL Quality Assurance shall be notified forty-eight (48) hours in advance of the time articles are ready for inspection. B) VAUPELL Source Surveillance: All items on this Purchase Order are subject to surveillance by VAUPELL and/or VAUPELL's customer, during the period of manufacture, processing, inspection and/or testing. Upon receipt of this order, and prior to commencement of performance, contact VAUPELL Quality Assurance or Field Representative servicing your facility to arrange scheduling of such surveillance. C) Customer/Vaupell Rights: The Customer and/or Vaupell reserve the right to inspect any or all of the work included in this order at the Seller's plant. D). Government Source Inspection: D.1 Government Inspection is required prior to shipment from your plant. Upon receipt of this order, promptly notify the Government Rep. who normally services your plant so that appropriate planning for Government Inspection can be accomplished. D.2. on Receipt of this order, promptly furnish a copy to the government Rep.; if none, send to the nearest Army, Navy, Air Force or Defense Supply Agency Inspection office. In event the representative or office cannot be located, our Purchasing department should be notified immediately.

3.0 Cyber Security

A) Supplier is required to maintain a Cybersecurity program compliant with NIST 800171 and/or DFARS clause 252.204-7012. The supplier is required to notify Vaupell of any cybersecurity breaches that data may have been lost, accessed, disclosed, or acquired without proper authorization. This includes those that cause manufacturing impact that could delay supply and those that prevent Vaupell from accessing our own data (i.e. Ransomware attacks). The supplier shall use reasonable efforts to alter Vaupell of any data breach within two (2) business days and shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the data breach.

4.0 First Article Inspection 1

A) First Article Inspection at Destination: The Compliance of Seller's design with requirements of applicable engineering drawings and specifications will be determined from inspection and acceptance by Buyer of one (1) first article sample representative of the production process. Said sample shall be delivered to Buyer's plant and must be accepted prior to production run. All samples shall be tagged or otherwise identified. All data resulting from the Seller's first article shall be submitted with the first article. Seller will be notified in writing of disposition (approval or rejection). B) First Article Inspection at Source First Article Inspection shall be accomplished at the Seller's plant prior to production run. VAUPELL Quality Engineering shall be notified at least forty-eight (48) hours in advance and shall witness the First Article Inspection and shall verify results by authenticating the appropriate documents. Verification of such results shall not constitute acceptance of any items required to be delivered hereunder, nor relieve Seller of its obligation to furnish items meeting the applicable drawing and specification. C) First Article Report: The Seller shall furnish a First Article Report with the first shipment of each item when: 1) It is the first time the seller has made/supplied the item to VAUPELL. 2) Drawing Revision changes a drawing dimension. (for the change only). 3) A seller makes a change in major sub-tier support, i.e. different machine shop, chemical treatment, plating, from the original FAI. 4) Seller makes an engineering prototype. 5) After two (2) years lapse in production.

5.0 Test Data/Reports 1

A) Acceptance Test Data: Each shipment against this order must be accompanied by a copy of the Seller's acceptance test(s) data to provide evidence of compliance with all acceptance test requirements. B) Physical/Chemical Report: A validated physical/chemical test report must accompany all shipments made against each item of this Purchase Order, which indicates the percentage of each element that makes up the chemical composition and physical properties of all raw materials. The report shall specifically identify the material by reference to the number of the melt, cast, heat, drop, lot, or other similar designation, and must indicate the applicable specification, revision and Purchase Order designation. C) Physical and Chemical Analysis: Seller shall maintain results of chemical and physical analysis performed on raw materials, which are employed on fabrication of articles purchased on this order, and shall make these available upon request. D) Material Certs: One (1) copy of material certification, identifiable to the material submitted, must accompany each shipment. E) Dimensional Data: A dimensional check sheet shall be furnished with each part submitted for inspection. All check sheets shall include the heat, batch or lot

number (as applicable), traceable to the raw material used, and shall specify the characteristics inspected and shall indicate acceptance by Seller.

6.0 Lot Traceability

A) Traceability System: All items on this order are subject to traceability at the seller's facility, which is defined as the ability to trace the history, application, country of origin, use and location of an individual item or characteristic lot of items through the system assignment, recording and correlation of control identification B) Lot Identification: The Supplier shall assign a lot identification for each batch or manufactured lot. A lot is defined as a quantity that has been blended, mixed or fabricated during an uninterrupted manufacturing run. Each item in each lot shall be properly identified with the assigned lot number. Unless otherwise specified, the Purchase Order number is the lot traceability number. C) Single Lot: All items furnished in accordance with this Purchase Order shall be of the same manufacturing lot. The manufacturing lot number shall be marked on the shipping papers. D) Identification: The Seller shall legibly identify each part, assembly and material in the methods, and with the information, prescribed by the detail document. For example; purchase order number, gage or tool number, etc., as required. Parts, assemblies and materials not having sufficient space for, or which could be damaged by marking shall be identified by a tag attached to the part or container.

7.0 Age Control/Cure Dates

A) Age-Sensitive Material: The articles furnished in accordance with the Purchase Order are subject to Age Control, Seller shall mark articles with batch or lot number, date of manufacture, cure date, storage environment, and/or shelf life as applicable. Unless otherwise specified in the Purchase Order, articles subject to age deterioration shall not be supplied when more than 20% of the shelf life has been expended.

8.0 Certificate of Compliance 1

A) The Seller shall submit with each shipment of material a statement on the Seller's stationary that certifies the following: "All material and/or services supplied are in conformance with requirements of the purchase order. Test reports, inspection results or other verifiable documentation of quality are maintained at the point of manufacture and are available for review by the Buyer and/or Government representative." Certifications shall contain, at a minimum: a). Seller's name, address, and if applicable, supplier's product identification; b). The Vaupell Purchase Order number c). Product identification and revision level d). Quantity supplied / shipped e). Statement that the product, material, service or process conforms to the purchase order requirements; f). Authorized signature and date of quality representative or company official with title listed. As applicable, the certificate shall also contain: a). Serial numbers, lot numbers and /or batch number, as applicable; b). Verifiable results (usually numerical results of observed visual criteria) of all testing /inspections required by PO, drawing or specifications for raw materials, special processes and other applicable products: Catalog Items: For standard "off the shelf" (catalog items), a packing list is acceptable with a reference to purchase order. No revision level is required.

9.0 Right of Entry 1

The Buyer's Quality Assurance representative, VAUPELL's customer and/or their customer and any regulatory agency may perform audits and maintain surveillance of the seller's facility to assure compliance with the Quality Program, and evaluate the degree of capability and the continuing application of such ability to comply with these requirements. This function may also apply to sub-suppliers with seller's cognizance. The seller shall provide such facilities and assistance as may reasonably be required by the Buyer's Quality Assurance representative in the performance of their functions. Written authorization from Vaupell.

10.0 Change Control

A) The Seller specifically agrees that no changes are made in design, configuration, material, manufacturing process, testing method or testing sequence without the prior written approval of the buyer. B) Seller's drawings, specifications, process documentation and test procedure, which have previously been approved by the Buyer shall be resubmitted to the buyer for evaluation and approval prior to the Seller effecting changes to the product or data. Changed articles shall be identified so as to segregate them from the unchanged articles. C). Quality System Status or Management Seller required to inform, Vaupell of any change that could impact product being supplied.

11.0 Rejected Material 1

A) Failure Analysis: Seller shall conduct failure analysis on returned products as required by buyer, and furnished documented report of results to the Buyer. Each failure analysis report shall contain the basic identification information as to the type of hardware that failed, type or description of the analysis that was conducted on the failed part, the conclusions derived as a results of this analysis and the corrective action taken to prevent a recurrence of the failure. Buyer reserves the right to witness the failure analysis. B) Re-Submission: Re-submittal of previously rejected parts or materials, including lots rejected on the basis of sampling inspection, shall be accompanied by the statement "Re-submittal Lot" on the Seller's shipping document and shall reference the Buyer's rejection report number. Such re-submittal shall be made on a separate Seller shipping document.

12.0 Inspection and/or Production Tooling

Seller is held responsible for the control, protection, calibration and care (other than normal wear) of all production and inspection tooling and equipment furnished by the Buyer or paid for by VAUPELL for use in performance of Purchase Order requirements. All tooling shall be subject to Buyer surveillance and/or inspection upon notice. Said tooling, or replacement tooling of equal quality, shall be returned to the Buyer in an acceptable condition upon demand or notice.

13.0 Special Processes Approval / Certification 1

A) Approval and Certification: Special processes, equipment and personnel utilized in performance thereof, shall be subject to approval or certification by VAUPELL Quality Assurance. Certification of special processes performed by a lower tier supplier is the responsibility of the Seller (first tier supplier). Objective evidence of special process certifications of the Seller's lower-tier supplier(s) shall be available to VAUPELL Quality Assurance at the facilities of the Seller and at any sub-tier supplier's facility utilized in the performance of this order. B) Approval: Processes performed by the Seller or his subcontractors, such as welding, heat treating, cleaning, electro-plating, anodizing, chemical filming, nondestructive testing, etc., require VAUPELL Quality Assurance approval prior to fabrication under this order, and objective evidence of process specification compliance must be retained and be made available to VAUPELL and/or Government on request. C) Certification: Process Certification must accompany all shipments to VAUPELL and shall identify the processor, process used and the specifications to which they conform. When nondestructive tests are performed, the certification shall be accompanied by a legible copy of the report.

14.0 Nonconforming Material

Seller's items which adversely affect form, fit, function, or reliability and not conforming to VAUPELL specifications shall be dispositioned by VAUPELL Material Review Board (MRB) prior to shipment. Disposition by VAUPELL MRB may be obtained by contacting the cognizant VAUPELL Buyer. MRB authority is not delegated to the Seller where nonconformance affects form, fit, function or reliability. **Corrective Action:** Seller shall take immediate corrective action regardless of nonconformance identified to ensure that suspect and nonconforming product is contained. At a minimum the following needs to be performed: a). Identify the problem b). Quarantine suspect material c). Establish a clear break point d). Review all suspect material e). Identify root cause f). Implement corrective action g). Validated the effectiveness of the corrective actions h). Update quality system documentation i). Review potential downstream effects on similar products.

15.0 Re-qualification

Re-qualification on previously qualified items may be required as determined by VAUPELL when a change is made to the design or to the production process. Specific situations that generate a requirement for re-qualification include: 1. Any change in hardware design or spec. 2. A new manufacturing or processing source 3. Relocation of a manufacturing or processing facility 4. Interruption of 90 or more days in production of the item. Suppliers and/or sub-tier suppliers anticipating or experiencing any of the above shall notify VAUPELL within three (3) working days if any of these situations become apparent. VAUPELL will provide suppliers with specific re-qualification requirements when required.

16.0 Sample Inspection

Any sample inspection performed on articles supplied on this Purchase Order shall be in accordance with the requirements of ANSI/ASQC Z1.4 / Z1.9, unless otherwise specified on this Purchase Order in accordance with the requirements of Vaupell.

17.0 Packaging and Packaging Requirements

The Seller shall assure that all the supplies on the Purchase Order are packed and packaged using materials of a grade, size, and weight, which will provide adequate physical protection from damage and contamination during handling and transport to the point of delivery.

18.0 Requirement Flow down

All requirements imposed on the purchase order shall be flowed down to all suppliers and subcontractors.

19.0 Quality Records

"Quality Records shall be maintained for a minimum of ten (10) years unless otherwise noted. All Quality records shall be legible and shall be stored in a clean, dry environment so as not to be subject to damage, deterioration, or loss. Supplier is responsible to have processes in place that ensure collecting, analyzing, reporting, and retaining information and data in a manner that accurately, truthfully and completely represents the activity that occurred. Data integrity policies and procedures shall be implemented by the supplier to ensure the accuracy, completeness, and consistency of raw data.

20.0 Awareness & Ethics

VAUPELL is committed to treating suppliers with fairness and integrity. VAUPELL will emphasize competition without discrimination or deception, in a manner consistent long term relationships. The Supplier shall ensure that persons doing work under the organization's control are aware of a) The Quality Policy. b) Relevant quality objectives. c) Their contribution to the effectiveness of the quality management system, including the benefits of improved performance. d) The implications of not conforming with the quality management system requirements. e)

Relevant quality management system documented information and changes thereto. f) Their contribution to product or service conformity. g) Their contribution to product safety. h) The importance of ethical behavior.

21.0 Quality Planning

The supplier shall engage in quality planning that includes critical concepts of defect prevention and continuous improvement.

22.0 Process Controls

Product shall be inspected to an inspection plan. Records to be maintained.

23.0 Software Validation

When a supplier writes software used to design, manufacture, inspect, test acceptance or calibration the following applies, at a minimum: a). verify software with documented test procedure b). Obtain evidence that the software performs the required function c). Maintain version control d). Change control that includes re-verification and or revalidation e). a method for archive and backup

24.0 EYE Examinations 1

Individuals that visually inspect product for final acceptance shall receive the following; a). Color Vision Eye Examination Every 12 months. b). Near Vision Eye Examination Every 12 months. A medical professional shall perform the eye examination (eye clinic, occupational health clinic, onsite health clinic of medical department). The individuals(s) shall meet the minimum standards in one eye, corrected with glasses or not corrected. The records of the eye examinations shall be maintained by the Supplier and made available upon request. Near Vision: Snellen 14/18 or better, Jaeger type 1 - 20/25 or Ortho-Rated 8 or equivalent. Color Vision: Average or normal 4 of 6 responses on Titmus, B+L or American Optical testing machine or a satisfactory response when tested with an Ishihara or Pseudoscomatic plate. NDE Eye Examination Requirements (FPI, X-Ray, N-Ray and Ultrasonic) a). Near Vision Eye Examination requirements for persons performing Nital/Temper Etch shall be type 2 with an acceptance criteria of 20/30 or equivalent. b). For Inspectors certified to the requirements of NAS410 (NDT) or Mil-STD-867 (Nital/Temper Etch), and for personnel performing visual inspection of welds, suppliers may administer their own eye examinations per the standard.

25.0 Vaupell Purchase Orders for U.S Government Contracts

Government Property:

U.S. Government owned gages and tooling supplied by Vaupell are Government Property and are subject to the provisions of the federal Acquisition Regulation (FAR) 52.245-2 (FP) or 52.245-5(CP), or 52.245-1. U.S. Government owned gages shall be clearly identified with tag that states the ownership. U.S. Government-owned gages/tooling/test equipment shall be treated as Vaupell owned and follow the same requirements identified above. The seller shall keep property records as shown in Federal Acquisition Regulation(FAR) 45.505-5 or 52.245-1.

Cybersecurity:

Sellers that provide goods and/or services in connection with U.S. Department of Defense (DoD) programs are required by law to comply with Defense Federal Acquisition Regulation Supplement (DFARS) 252.204-7012, which mandates the protection of all Covered Defense Information (CDI) that are "collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of performance" of a DoD contract. This obligation is required to be flowed down to all subcontractors (including commercial item suppliers) at every tier.

Anti-Human Trafficking:

Sellers must comply with FAR 52.222-50 Combatting Trafficking in Persons and all contractor responsibilities defined in that clause.

26.0 Contamination Control

Foreign Object Contamination Control and Detection - Processors performing primary or secondary manufacturing or non-destructive testing (NDT) operations of Vaupell product shall ensure all open cavities subject to infestation of foreign objects and debris are free of any foreign matter (e.g. machine chips and dust particles, blasting materials, shot, weld and braze splatter, coatings, process solutions, maskants, etc.). Prior to the return of all cast components to Vaupell, the processor shall confirm the absence of foreign matter, objects, debris, and process solutions. Cross Contamination - All products (including raw materials) must be kept safe from any potential cross-contamination that may occur when processing similar or dissimilar products on the same manufacturing equipment. When switching from one manufacturing process or product to another, the entire relevant manufacturing system must be purged as necessary to prevent material(s) from the previous production run to enter into the next production run. Lot Control - In a continuous manufacturing system lot control must be maintained to a level that a nonconformance can be traced back to additional material that could be affected, including adjacent lots. Materials known to contain greater than trace levels of lead, bismuth, silver, antimony, zinc, tin, iron, arsenic, and selenium and /or other harmful impurities such as tellurium, thallium, indium, sulfur, boron and cadmium should not be utilized in products for Vaupell. Seller to notify Vaupell immediately, if contamination with any of these above noted materials is suspected.

27.0 Preference for Domestic Specialty Materials 1

Seller shall agree to comply with Defense Federal Acquisition Regulation Supplement DFAR 252.225-7014 and Alternate I, Preference for Domestic Specialty Metals when the clause is specified in the purchase order. Use of foreign specialty metals may only be used with written authorization from Vaupell. Material substitutions are prohibited without formal approval from Vaupell. MSDS - Material Safety Data Sheets are required for raw materials.

28.0 Personnel Qualifications

All personnel must be trained & qualified before performing processes.

29.0 Prevention of Counterfeit Parts 1

The Supplier shall plan, implement, and control processes, appropriate to the organization and the product, for the prevention of counterfeit or suspect counterfeit part use and their inclusion in product(s) delivered to Vaupell. NOTE: Counterfeit part prevention processes should consider: training of appropriate persons in the awareness and prevention of counterfeit parts; application of a parts obsolescence monitoring program; controls for acquiring externally provided product from original or authorized manufacturers, authorized distributors, or other approved sources; requirements for assuring traceability of parts and components to their original or authorized manufacturers; verification and test methodologies to detect counterfeit parts; monitoring of counterfeit parts reporting from external sources; quarantine and reporting of suspect or detected counterfeit parts.

Notes: Terms and Conditions designated with a suffix of **1** are applicable when referenced on the face of this purchase order.