



Purchase Order Terms & Conditions

As a supplier to TSA, it is understood when accepting our purchase orders, your organization agrees to meet the following AS9100/AS9120 requirements in addition to TSA General Terms and Conditions of Purchase.

The seller shall comply with all applicable statutes, rules, regulations, and orders of the Government and any of the state or political subdivision thereof, and agrees to indemnify TSA against any loss, damage, cost, or liability by seller's violation of this warranty.

Communication to TSA should be made to the Buyer of Record on the Purchase Order. If communication is handled in a non-written/electronic format, for example telcon, it should be provided in a written/electronic format as requested. TSA reserves the right of final approval of Product and services; methods, processes, and equipment; the release of final product and or services. All special processes required by this Purchase Order must be performed by qualified personnel.

1. ORDER ACCEPTANCE

Seller's complete acceptance of this order will be presumed unless the seller acknowledges exceptions within fifteen (15) days after the date of this order. In the event exception is acknowledged, as provided herein, buyer and seller shall then negotiate mutually acceptable terms and conditions.

2. PRICE

This order shall not be filled at prices higher than those shown on this order unless such increased prices have been authorized by the buyer. Seller warrants that the prices to be charged for articles or services ordered herein are not in excess of prices charged to other customers similarly situated, for similar quantities of goods of like quality.

3. CASH DISCOUNT

Cash Discounts shall not be applied in this company.

4. DELIVERY

Time is of the essence. Delivery shall be strictly in accordance with the schedule set forth in the Purchase Order. Delays in shipment shall be reported immediately by the seller to the buyer. Buyer reserves the right to cancel this order in whole or in part if seller should fail to make deliveries in accordance with the terms of the Purchase Order and any Corporate Purchase Agreement referenced herein.

5. PATENT, TRADEMARK, COPYRIGHT INDEMNITY

Seller agrees to indemnify and safe harmless the buyer, its successors, assigns and/or its customers from and against any and all expenses, liabilities or other losses arising from or by reason of any actual or claimed infringement of patents, trademarks, or copyrights, and to defend any suits based thereon, with respect to the equipment or materials furnished hereunder by the Seller, except where the claimed infringement arises by reason of the equipment or materials furnished hereunder upon designs or drawings originated by the buyer.

6. WARRANTY

The seller warrants that all materials or services delivered hereunder will conform to the design and specifications and to drawings, samples or other descriptions referred to in this order will conform strictly to the requirements of this order, and will be free from defects in material and workmanship. Such warranties shall survive any inspection, delivery, acceptance or payment by the buyer of the materials or services, for a period of six months following date of shipment, unless otherwise specified herein.

7. COMPLIANCE WITH LAWS

Seller shall comply with all Federal, State and local laws, applicable to this order.

Government or other Buyer customer clauses applicable to this Contract from Buyer's contract with its customers, if any, are incorporated elsewhere in this Contract either by attachment or by some other means of reference. b. In addition, the clause(s) below are incorporated by reference, as if fully set forth herein, from the Federal Acquisition Regulation ("FAR") and/or Defense Federal Acquisition Regulation Supplement ("DFARS") and apply to the extent indicated therein. Except as may be otherwise stated, "Contractor," "Offeror" or any equivalent terms means Seller, "Government," "Contracting Officer" or any equivalent terms means Buyer, and all references to a "Disputes" clause shall mean the "Disputes" Article of this Contract. The effective version of each clause listed shall be the latest version published on the date this Contract is issued.. 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. Paragraph (b) is deleted and replaced with the following: "Seller is prohibited from providing Buyer with covered telecommunications equipment or services, or with any equipment, systems, or services that use covered equipment or services regardless of whether that use is in performance of work under a U.S. Government contract." Paragraph (c) is deleted in its entirety. Paragraph (d)(1) is deleted and replaced with the following: "In the event Seller identifies covered telecommunications equipment or services provided to Buyer during contract performance, or Seller is notified of such by a subcontractor at any tier or any other source, Seller shall report the information in paragraph (d)(2) of this clause via email to Buyer's Authorized Procurement Representative, with the required information in the body of the email."

8. EQUAL OPPORTUNITY

Seller further agrees to comply with the provisions of all rules and regulations (including those of the Secretary of Labor) and Executive Orders (including Nos. 11246, 11375, 11625, 11701 and 11758) applicable to this order regarding nondiscrimination because of race, creed, color, sex, age, national origin, physical or mental handicap, and veteran status.

9. BUYER'S PROPERTY

All material including tools, furnished or specifically paid for by buyer unless otherwise specified herein, shall be the property of the buyer, shall be subject to removal at any time without additional cost upon demand by the

property of the buyer, shall be used only in filling orders from the buyer, shall be kept separate from other materials or tools, and shall be clearly identified as the property of the buyer. Seller assumes all liability for loss or damage, with the exception of normal wear and tear, and agrees to supply detailed statements of inventory promptly upon request.

10. TAXES

Except as may be otherwise provided in this order, the contract price shall include all applicable Federal, State and local taxes of any kind in effect on the contract date.

11. ASSIGNMENT OF RIGHTS

Seller shall not delegate any duties nor assign any rights or claims under this contract or for breach thereof without the written consent of buyer and no such attempted delegation or assignment shall be binding on buyer. All claims for moneys due or to become due from buyer shall be subject to deduction by buyer for any setoff or counterclaim arising out of this or any other of buyer's transactions with seller whether such setoff or counterclaim arose before or after such assignment by seller.

12. CHANGES

Buyer may at any time make changes in the delivery schedules, drawings, quantities, designs and specifications but no change will be allowed unless authorized by the buyer in writing. Buyer may also make changes in the method of shipping or packing and place of delivery by any means of communication. If any such change affects cost or delivery schedules of this order, an equitable adjustment shall be made, provided seller makes a written claim therefore within 15 days from the date of buyers' written notification.

13. INSOLVENCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against seller, including any proceeding under the applicable Federal or State Bankruptcy law currently in effect, or in the event of the appointment with or without seller's consent, of an assignee for the benefit of creditors or of a receiver, the buyer shall be entitled to elect to cancel any unfiled part of this order without any liability whatsoever.

14. TITLE TO SPECIFICATIONS

Buyer shall at all times have title to all drawings and specifications furnished by buyer to seller and intended for use in connection with this order. Seller shall not disclose such drawings and specifications to any person, firm or corporation other than buyers' or seller's employees, subcontractors or Government Inspectors.



The seller shall, upon buyer's request, promptly return all drawings and specifications to the buyer.

15. OBJECTIVE QUALITY EVIDENCE

Seller agrees to maintain objective quality evidence for materials supplied hereunder in accordance with an approved Quality Standards system. Seller shall supply this evidence upon request.

16. LABOR DISPUTES

Seller agrees that whenever an actual or potential labor dispute delays or threatens to delay the timely performance of the order, seller will immediately give notice thereof to the buyer.

17. RENEGOTIATION

This order shall be subject to any act of Congress providing for its renegotiation and shall be deemed to contain all of the provisions required for any such act.

18. TITLE AND RISK OF LOSS

Title and risk of loss shall pass to buyer at the F.O.B. point, provided, however, that the risk of loss shall remain with seller as to goods which are not accepted by buyer or which are rejected by buyer.

19. DEFECTIVE WORK

If any of the materials or services are defective in material or workmanship or otherwise not in conformity with the requirements of this order, buyer shall have the right to either reject them or to require their correction, and to return them at seller's risk and expense, including transportation both ways.

20. TERMS AND CONDITIONS INCORPORATED BY REFERENCE

The terms which the TSA requires to be inserted in contracts or subcontracts will be deemed to apply to this Purchase Order.

21. O.S.H.A.

Seller warrants that all materials or services delivered hereunder shall comply with all provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 including any then current rules and regulations issued there under.

22. OVERSHIPMENT

Subject to inspection and acceptance, buyer will be liable for payment only for quantities ordered and delivered. Over shipments shall be held at seller's risk and expense for a reasonable time waiting shipping instructions. Shipping charges for returns shall be at seller's expense.

23. REMEDIES

The rights and remedies provided by buyer herein shall be cumulative and in addition to any other rights and remedies provided by law or equity (or provided under the Uniform Commercial Code).

24. WAIVER

Waiver of a breach of any provision of this Purchase Order shall not constitute waiver of full compliance with such provision nor shall it be construed as a waiver of any other breach.

25. PRODUCT NONCONFORMANCE

In the event that a product nonconformance has been identified by the supplier, the supplier shall notify the buyer with a Discrepant Material Report and shall not take any action to disposition the product until the buyer has communicated its concurrence.

26. MANUFACTURING CHANGES

In the event that a product is replaced by a similar product of different manufacture, that processes used in the manufacture of a product are changed, that a manufacturing facility is relocated, or that any changes in processes might impact a product listed under this Purchase Order, the seller will notify the buyer, and if required will seek approval from the buyer that the changes are acceptable.

27. ACCESS TO FACILITIES

By accepting this Purchase Order, the seller grants to the buyer, their customer and regulatory authorities, access to the applicable areas of the facilities involved in the manufacture of the products listed under this Purchase Order, including all applicable records, at any level of the supply chain.

28. SUPPLY CHAIN FLOW DOWN

By accepting this Purchase Order, the supplier agrees to identify and respond to the buyer's applicable requirements, and to in turn pass on these requirements to their own suppliers.

29. GOVERNING LAW

This Purchase Order shall be interpreted and governed in all respects according to the laws of the State of Florida.

30. COUNTERFEIT PARTS

(a) As used herein, "Part" means any material, product, component, device, module, assembly, subassembly, or the like sold or delivered by Seller to Buyer either as Goods or as a constituent part of a Goods. "Counterfeit Part" means a Part that is (i) an unauthorized copy or substitute that has been identified, marked, and/or altered by a source other than the Part's legally authorized source and has been misrepresented to be an authorized item of the legally authorized source, and/or (ii) previously used parts provided or represented as "new." A Part is a "Suspect Counterfeit Part" if visual inspection, testing, or other information provides reason to believe that the Part may be a Counterfeit Part. As used herein, "authentic" means (i) genuine, (ii) from the legitimate source claimed or implied by the marking and design of the Part offered, and (c) manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the Part.

(b) Seller represents and warrants that only new and authentic Parts and materials are used in Goods required to be delivered to Buyer and that such Goods contain no Counterfeit Parts. No other Part other than a new and authentic Part shall be used unless approved in advance in writing by Buyer's duly authorized representative. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, Seller shall only purchase authentic parts/components directly from original equipment manufacturers ("OEMs") and original component manufacturers ("OCMs") or through the OEM's/OCM's authorized distributors. Seller shall make available to Buyer, at Buyer's request, OEM/OCM documentation that authenticates traceability of the Parts to the applicable OEM/OCM. Purchase of Parts from independent distributors is not authorized unless first approved in writing by Buyer's duly authorized representative.

(c) Seller shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification to Buyer and Buyer's written approval before Parts are procured from sources other than OEMs/OCMs or through the OEM's/OCM's authorized distributors. Seller shall provide copies of such documentation for its system for Buyer's inspection upon Buyer's request. Seller's system shall be consistent with applicable industry standards including, as a minimum, AS5553 for the detection and avoidance of Counterfeit Parts and Suspect Counterfeit Parts, including policies and procedures for training personnel, designing and maintaining systems to mitigate risks associated with parts obsolescence, making sourcing decisions, prioritizing mission critical and sensitive components, ensuring traceability of Parts, developing lists of trusted and non-trusted suppliers, flowing down requirements to subcontractors and suppliers, inspecting and testing parts, reporting and quarantining Counterfeit Parts and Suspect Counterfeit Parts, and taking corrective action.

(d) Acceptance of Buyer's Order constitutes confirmation by Seller that it is the OEM, OCM, or a franchised or authorized distributor of the OEM/OCM for the Goods procured under Buyer's Order. Seller further

warrants that OEM/OCM acquisition documentation that authenticates traceability of the Parts is available upon request.

(e) Seller shall flow the requirements of this Section to its subcontractors and suppliers at any tier for the performance of Buyer's Order.

(f) Should Seller become aware of a confirmed or suspect Counterfeit Part that, by any means, has been delivered to Buyer, or acquired for Buyer's Order whether or not delivered to Buyer, Seller shall notify Buyer in writing as soon as possible but not later than five (5) days of such discovery. Seller shall verify receipt of this notification by Buyer. This requirement shall survive expiration or completion of Buyer's Order.

(g) Seller shall be liable for cost of Counterfeit Parts and Suspect Counterfeit Parts and the cost of rework or corrective action that may be required by Buyer to remedy the use or inclusion of such Parts.

(h) Seller shall quarantine suspect counterfeit electronic parts and counterfeit electronic parts, and make them available for investigation by appropriate government authorities

31. PREVENTION OF SUSPECTED UNAPPROVED PARTS External provider shall plan, implement, and control a process that identifies and prevents the release of unapproved and suspected unapproved parts or inclusion into the product in accordance with AS9100/AS9110/AS9120 clause 8.1.5 (Prevention of Suspected Unapproved Parts)

32. CORRECTIVE ACTIONS Corrective Actions flowed to the External

Provider shall be completed and returned in a timely manner. External Provider is required to flow down corrective action requirements to sub-tier

providers when it is determined the sub-tier provider is responsible for the non-conformity.

33. INCOMING INSPECTION TSA performs an incoming inspection to ensure the purchased product meets purchasing requirements. These requirements may include: • Verification of the certificate of conformity, or other certifications. • Products are inspected to ensure they meet requirements (dimensions, etc.) and the results are recorded when appropriate. • All special processes (plating, heat treat etc.) where the compliance cannot be verified by TSA, inspection will require Certificate of Conformity or applicable certification documents.

34. RECORD RETENTION External Provider shall retain all Records including disposition requirements associated with the Purchase Order as required by contract for a minimum period of 10 years and the records to be deliverable to TSA Buyer of Record within 48 hours after request.

35. TEST SPECIMEN THE LAB reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics. TSA reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation, or auditing (where applicable). Any statistical techniques used for inspection sampling must be pre-approved, such as sample inspection plans.

36. FOREIGN OBJECT DEBRIS/DAMAGE (FOD) PREVENTION Seller shall maintain a FOD prevention Program. FOD program shall include the review of manufacturing process to identify and eliminate FOD entrapment areas through which foreign objects can migrate. Seller shall ensure work is accomplished in a manner to prevent FOD in deliverable items. Seller shall maintain work areas in a manner sufficient to preclude the risk of FOD incidents. Seller shall investigate each FOD incident and ensure elimination of its root cause.

37. QUALITY MANAGEMENT SYSTEM External Provider, including their sub-tier providers, must have implemented a Quality Management System (QMS). TSA reserves the right to review and approve the Quality Management System. Standard QMS



Requirements Include: Vendors providing calibration services must provide evidence of calibration traceable to NIST. Certificates must also identify AS RECEIVED and AS LEFT conditions in whatever terminology deemed appropriate. Notification must be made if items are determined damaged or unable to calibrate as soon as possible for potential impact review.

Customer Directed sources must operate in accordance with approved specifications and standards, as dictated and controlled by the customer in question. The Vendor shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and all other relevant technical data

38. **THE SUPPLIER CODE OF CONDUCT** The Supplier shall be bound by the Supplier Code of Conduct (Code) published by TSA and updated time to time. The Code sets out the basic guiding principles on Bribery and Corruption, Labour Rights and Working Conditions, Health and Safety, Environment, Data Privacy and Cyber Security, Anti Money Laundering, Monitoring Compliance to the Code, Representation, Raising Concerns and Sanctions. Failure to comply with the Code may result in the Supplier disqualification / termination.

39. **RELATIONSHIP OF PARTIES** Neither party undertakes by the PO or otherwise to perform or discharge any liability or obligation of the other party whether regulatory or contractual or to assume any responsibility whatsoever for the conduct of the business or operations of the other party. Nothing contained in the PO is intended to give rise to a partnership or joint venture between the parties. The Supplier is acting solely as an independent Supplier and not as an agent of TSA.

40. **INSURANCE** The Supplier shall procure and maintain the insurance policies as required by law and reasonably requested by TSA at its own expense with an insurer mutually agreeable to TSA and shall not cancel or make any material change to such insurance policies without the prior written consent of TSA

41. **FORCE MAJEURE** In the event the performance in whole or in part by either party or any obligation under this PO shall be prevented or delayed by any act of god, reason of governmental decision, war whether declared or not, hostilities, act of the public enemy, civil commotion, sabotage, fire, any natural disasters, explosion, epidemics, quarantine restrictions strike and lockout or any other event beyond the reasonable control of the party concerned (hereinafter referred to as the "Eventuality"), the affected party shall give notice to the other within 02 days from the date of occurrence thereof together with anticipated period of the Eventuality (where possible) and performance of this PO shall be resumed as soon as possible after such Eventuality has come to an end or ceased to exist, provided that if the performance in whole or in part of any obligation under this PO is delayed by reason of any such Eventuality for a period exceeding forty five (45) days, the parties shall review in good faith the desirability and conditions of terminating this PO without liability

42. **AUDITS AND INSPECTIONS** TSA, at its expense, has the right to audit and review all relevant books, records and other related

supporting data including administrative and accounting policies, guidelines practices and procedures. The Supplier shall provide TSA with reasonable access to its facilities and otherwise cooperate and facilitate any such audits by TSA.

43. **CONFLICT OF INTEREST.** It is understood and agreed that the Seller, under the terms of this Contract, or through the performance of this Contract, it is neither obligated nor expected to deliver or provide material or perform work, which will place the Seller in an Organizational Conflict of Interest (OCI), which could serve as a basis for excluding the Seller from supplying products or services to a U.S. Government customer. It will be the Seller's responsibility to identify any situation in which the potential for an OCI exists. Failure to provide such notice will be considered a material breach of this Contract.

44. **STANDARDS ON SLAVERY AND HUMAN TRAFFICKING IN THE SUPPLY CHAIN.** Supply Chains Act and consistent with TSA commitment to excellence and corporate social responsibility, TSA supports the eradication of human trafficking and slavery in supply chains around the world, including in our own. TSA sets forth the following Standards that its Sellers shall meet in order to do business with TSA (i) Seller that provides Goods or services to TSA shall operate in full compliance with the laws of their respective countries and with all other applicable laws, rules and regulations. (ii) Seller shall employ only workers who meet the applicable minimum legal age requirement for employment in the country or countries in which they are doing business. (iii) Seller shall not employ any prison, indentured or forced labour. (iv) Seller shall comply with all applicable laws, regulations and industry standards on working hours and working Conditions. (v) Seller shall certify that materials incorporated into Goods or Services provided to TSA comply with the laws regarding slavery and human trafficking of the country or countries in which Seller is doing business. If TSA determines that Seller has violated these Standards, TSA may, in its discretion, either terminate this Contract and/or require the Seller to implement a corrective action plan as a condition of future business.

45. **CONFLICT MINERALS** By accepting these Terms and Conditions, Seller agrees to timely respond, to the best of its knowledge and belief following a reasonable country of origin due diligence inquiry in accordance with the OCED framework or other prevailing industry standard, to any request by, or on behalf of, TSA, for information on the origin, source and chain of custody information of 3TG (tin, tantalum, tungsten, and gold) minerals necessary to the functionality or production of a product manufactured by the Seller or supplied by the Seller to TSA. In addition, the Seller understands and acknowledges that any information provided in this regard may be used by TSA to comply with its reporting obligations under the Dodd Frank Wall Street Reform and Consumer Protection Act, including filing a Form SD and Conflict Mineral Report with the U.S. Securities and Exchange Commission.

46. **CYBERSECURITY AND ELECTRONIC ACCESS.** Seller shall comply with "TSA Terms of Use and Cybersecurity, as may be updated from time to time, which is incorporated by reference. In addition to any other rights and obligations set forth in any relevant agreement, Seller acknowledges that any information accessed through the electronic information systems operated by or on behalf of Buyer, whether or not marked as "proprietary" or equivalent, shall be considered as proprietary to Buyer and shall be protected in accordance with the "Confidential, Proprietary" of this Contract.