

<i>Intech, Inc.</i>	Document no: F-0840-003
	Rev: B
	Rev. Date: 20171010
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Title: Terms and Conditions of Purchase	

This purchase order constitutes an offer by Intech, Inc. ("Buyer") to the supplier to whom this purchase order is issued ("Supplier") to purchase the articles, materials, services or equipment covered by this purchase order (the "Product") exclusively upon the terms and conditions set forth below (or incorporated herein by reference) and shall become a binding contract including such terms and conditions upon either issuance of an order acknowledgment hereof by Supplier or substantial performance hereunder by Supplier (the "Agreement"). No contrary or additional terms or conditions of sale proposed by Supplier will be accepted by Buyer and any such proposed contrary or additional terms are to be construed as proposals for addition to this Agreement which are hereby rejected unless otherwise indicated in a written instrument executed by an authorized officer of Buyer making specific reference to this purchase order and the specific contrary or additional term proposed by Supplier. Supplier's performance pursuant to this order shall be deemed unqualified acceptance of the terms and conditions of purchase set forth below.

1. **Price.** The price for the Product sold hereunder shall not be higher than that appearing on the face of this purchase order, or if no price appears thereon, then not higher than the last price quoted by Supplier.
2. **Warranty.** All Products sold and delivered to Buyer hereunder shall be in full conformity with Buyer's specifications set forth or referred to on the face hereof or if none are set forth or referred to, shall be conformity with Supplier's published specifications and samples provided to Buyer. All Products sold and delivered to Buyer will be new, fit and sufficient for the use intended by Buyer and will be merchantable and of good quality and workmanship and free from defects.
3. **Inspection.** All Products delivered hereunder shall be subject to final inspection and acceptance by Buyer at its facility notwithstanding prior payment or inspection at Supplier's facility. Supplier shall provide reasonable facilities and assistance, including all quality records and related data for the safe and efficient performance of Buyer's Inspections. Goods received prior to inspection shall not be deemed accepted until Intech has run an adequate test to determine whether the Goods conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If Goods tendered do not wholly conform to the provisions hereof, Intech shall have the right to reject such Goods. Nonconforming Goods will be returned to Supplier freight collect and risk of loss will pass to Supplier upon Intech's delivery to the common carrier.
4. **Cancellation.** Buyer may in addition to any other available right or remedy cancel this Order or any part hereof at any time without penalty, charge or liability if any of the following events occur: (a) Supplier fails to make delivery in accordance with the schedule specified herein, (b) in the event of any proceeding by or against Supplier in bankruptcy or insolvency or for appointment of a receiver or trustee or an assignment for the benefit of creditors or (c) Supplier otherwise fails to comply with any provision of this Order and such failure is not remedied within ten days after Intech, Inc. notice thereof to Supplier.
5. **Time and Delivery.** Because Buyer's business and operations are in part dependent on receipt of the Products that are the subject of this Agreement, timely delivery of the Products is essential to the performance of Supplier's obligations hereunder. Unless otherwise specified on the face of this purchase order, terms of delivery of the Products are F.O.B. destination with freight prepaid.
6. **Subcontract.** If the equipment, product or service that is the subject of this Purchase Order is provided by Buyer to a third party as a subcontractor, then Supplier expressly agrees to be bound by the obligations imposed on Buyer in any higher tier agreement to which Buyer is subject, regardless of whether it is attached hereto, which agreement is incorporated herein by reference and will be provided to Supplier upon written request.
7. **Counterfeit Parts Prevention.** The Supplier shall ensure that only new materials are used in products required to be delivered to the Buyer. To further mitigate the possibility of the inadvertent use of counterfeit parts, the Supplier may only purchase components and parts procured directly from the Original Equipment Manufacturers (OEMs), through the OEM's authorized distribution chain, or if through an Independent Distributor, Supplier must make available to Buyer (if Intech so requests) OEM documentation that authenticates traceability of the components to that applicable OEM. If the required items cannot be procured from these sources, use of product without appropriate traceability documentation from independent distributors (brokers) or other sources is not authorized unless first approved in writing by Intech. The Supplier must present complete and compelling support for its request and include in its request all actions to ensure the parts thus procured are legitimate parts.
8. **Defense Priority and Allocation Requirements.** To the extent this is a rated order certified for national defense use, the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR Part 700).
9. **Export Compliance.** Intech, Inc. fully complies with all U.S. export control regulations, including the International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), Office of Foreign Assets Control (OFAC), Office of Antiboycott Compliance (OAC & IRS), and the National Nuclear Security Administration (NNSA).

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Verify that this is the correct version before use.

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Supplier is hereby notified and accepts with this Purchase Order if they are manufacturing articles or providing defense services for Intech, Inc., they must be registered with the U.S. State Department per 22 CFR 122.1 (a). Supplier must also maintain that registration for the duration of their business relationship with Intech, Inc.

COMPLIANCE WITH LAWS. Supplier shall comply with all applicable federal, state, and local laws, rules, regulations and orders. Supplier agrees to indemnify and hold Intech, Inc. harmless against any loss or liability due to Supplier's violation or non-compliance with such regulations.

ITAR - The U.S. Department of State, Directorate of Defense Trade Controls (DDTC), controls the export and re-export of any items and related technical data specifically designed, modified or configured for any military, intelligence or space application through the International Traffic in Arms Regulations (ITAR) (22 CFR 120-130) on the U.S. Munitions List (USML). Intech's products, services and related technical data may be military or defense items, which are controlled by the ITAR.

EAR - Furthermore, Supplier shall act in support of this Purchase Order in accordance with 15 CFR chapter VII, subchapter C, also known as Export Administration Regulations (EAR). The EAR controls dual-use restricted items and services and the list for classification is the Commerce Control List (CCL).

Supplier is also advised that any technical data (i.e. specifications, drawings, etc.) provided by Intech, Inc. is considered to be export controlled and may not be provided to any foreign person in the employ of Supplier without specific prior export authorization from the Department of State, Office of Defense Trade Controls Licensing (ODTCL). Foreign Persons are persons who are not: 1) U.S. Citizens; 2) Permanent Resident Aliens (Green Card Holders); or 3) Protected Persons (Refugees). Foreign Persons are also companies chartered outside the United States.

Supplier shall not provide any of the export controlled technical data provided by Intech, Inc. to foreign suppliers, regardless of the nature of the relationship to the U.S. Supplier, for any reason, without prior specific export authorization from the Department of State, Office of Defense Trade Controls Licensing (ODTCL).

Intech employees are required by law to report any violation of the OFAC Regulations to the US Department of Treasury, Antiboycott violations to the Office of Antiboycott Compliance (BIS or IRS) as jurisdiction may require. Intech is committed to lawful reporting of any OFAC or Antiboycott violation.

Supplier also agrees that it will not transfer any export controlled technical data provided by Intech, Inc. to any U.S. sub-contractor or Supplier without first notifying the sub-contractor or Supplier of the export compliance requirements as stated here.

10. AS9100 Related Terms and Conditions

- a. Our organization reserves the right of final approval of product, procedures, processes, and equipment.
- b. All special processes required by this purchase order must be performed by qualified personnel.
- c. Our organization reserves the right to review and approve the Supplier's Quality Management System. Standard QMS requirements include:
 - i. Suppliers providing special processing must maintain a system for validating processes similar to that of a NADCAP program, or other system as required by this purchase order.
 - ii. Customer directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer in question.
 - iii. Suppliers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, etc.) must notify our organization of any changes to that certification.
- d. The Supplier shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
- e. Our organization reserves the right to approve or specify any designs, test, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics.
- f. Our organization reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
- g. The vendor is required to:
 - i. Notify our organization of nonconforming product immediately upon discovery.
 - ii. Obtain our organizational approval for nonconforming product disposition.
 - iii. Notify our organization of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations.
 - iv. Flow down to supply chain the applicable requirements including customer requirements.

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- h. The Supplier is required to retain all records associated with the purchase order as required by the contract.
- i. Our organization reserves the right of access by our representatives, our customers, and any regulatory authorities to applicable areas of all facilities, at any level of supply chain, involved in the order and to all applicable records.
- j. All Suppliers providing calibration services must be certified to ISP17025 (or equivalent). All calibration certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology).

11. REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015)

By submission of its offer, the Supplier represents that it-

- a. Will not engage in any trafficking in persons or related activities, including but not limited to the use of forced labor, in the performance of this contract;
- b. Has hiring and subcontracting policies to protect the rights of its employees and the rights of subcontractor employees and will comply with those policies in the performance of this contract; and
- c. Has notified its employees and subcontractors of-
 - i. The responsibility to report trafficking in persons violations by the Contractor, Contractor employees, or subcontractor employees, at any tier; and
 - ii. Employee protections under 10 U.S.C. 2409, as implemented in DFARS subpart 203.9, from reprisal for whistleblowing on trafficking in persons violations.