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CRISTEK PURCHASE ORDER QUALITY CLAUSES - FOR SUPPLIER FLOW DOWN

The following Purchase Order Quality Clauses are numbered for ease of reference only and should not be construed as an indicator of importance:

- 1. Deviations or changes in the specification, design, dimensions, materials, processes, test methods, test equipment, tooling, and other requirements are not acceptable without consent from Cristek.
- 2. Items produced at other than the original facility will not be acceptable without prior written consent from Cristek.
- 3. The Supplier is not granted MRB authority for any material substituted or used to fulfill this purchase order.
- 4. If applicable, the supplier shall establish and maintain a calibration system in accordance with ANSI / NCSL Z540-1, ISO 10012-1 part 1 or comparable standards.
- 5. If after shipment a Supplier discovers that they shipped non-conforming material to Cristek, they must notify Cristek of the non-conformance immediately.
- 6. Supplier must include in their C of C:
 - The part revision level stated on the purchase order;
 - As applicable, the number and revision level of any Commercial / Military or other Standards / Specifications used in the manufacture or processing of products or components (i.e., plating, heat treat, etc.). Suppliers are to use the latest revision level unless otherwise specified.
 - As applicable, the type, class or other process designations used to process the products or components.

Distributors –

- In addition to the above certification, shipment must include the Manufacturer Certificate of Conformance fully traceable to the true manufacturer. Attainment of traceability consists of the name and location of all supply chain intermediaries from the part manufacturer to the direct source of the product
- 7. If the purchase order is for a secondary process and the purchase order specification is different from the print, the purchase order will govern.
- 8. Right of Access: The right of access is hereby reserved by Cristek, Cristek's customers, and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records. Cristek also reserves the right to inspect products, processes, documents and perform periodic supplier assessments at the supplier's facility.
- 9. CRISTEK Purchase order dates are defined: On dock at CRISTEK. CRISTEK's receiving window without penalty is eight (8) days early and three (3) days late of date on purchase order. Early shipment must be authorized by Cristek in writing. Supplier will not be penalized if authorized or if Cristek requested early shipment.
- 10. Specialty Metals: Cristek must comply with DFAR's 252.225-7009; any specialty metals incorporated

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in items delivered under this contract shall be melted or produced in the United States, its outlying areas, or a qualifying country. The acceptance of this order and subsequent certificate of conformance is acknowledgment of the following: 1) the material you are delivering to this order was manufactured or processed in the United States, or 2) the metal utilized in the manufacture of this order originated in a "Qualifying Country". A list of Qualifying Countries is specified in 225.003. Please contact purchasing at Cristek if you need a copy of approved foreign sources.

- 11. Unless otherwise specified in the Purchase Order, the Supplier must retain for 10 years all material certifications and work documents for products sold to Cristek.
- 12. Supplier must be in compliance with all statutory and regulatory agencies requirements.
- 13. Where applicable the supplier must flow down all requirements imposed by Cristek to their subtier suppliers.
- 14. All shipments / lots are subject to C=0 Sampling Plan. No lots are acceptable with known defects. Defects found during sample inspection must be 100% inspected for that defect prior to shipment.
- 15. The provisions of Executive Order 11246, as amended (Equal Employment Opportunity Affirmative Action), 38 USC 4212, as amended (Vietnam Era Veterans Readjustment Assistance Act), and Section 503 of the Rehabilitation Act of 1973, as amended (Handicap Regulations), and the implementing regulations found at 41 CFR 60-741 respectively are hereby incorporated by reference.
- 16. As a supplier to Department of Defense subcontracts, Cristek is subject to the Defense Priority Allocations Systems (DPAS). Since nearly every order Cristek receives has a priority rating, the actual rating will be flowed down as deemed necessary to support delivery requirements. Your acceptance of this order is your acknowledgment that you shall respond in accordance with DPAS requirements should it become necessary for Cristek to invoke them. A brief overview of DPAS can be found at: http://www.poa.usace.army.mil/contracting/DefensePriorites.pdf
- 17. All other terms and conditions shall remain the same and in force.
- 18. NADCAP Approved Processor Plating, surface finishes or conditioning shall be performed by approved NADCAP (National Aerospace and Defense Contractors Accreditation Program)**
 Processors in the applicable plating, surface finish or conditioning process. ** List of NADCAP approved suppliers can be found at www.eauditnet.com by creating an account. Upon access, refer to Buyer's Guide in the Public Documents.
- 19. Suppliers shall not deliver counterfeit product that contains counterfeit items (i.e., software, material, electrical / mechanical parts or assemblies.) SAE AS5553 provides guidance for counterfeit prevention. Supplier agrees to ensure that counterfeit product is not delivered to Cristek. Supplier shall make Cristek aware if they are aware or suspect that they have delivered counterfeit product. Suppliers shall only purchase products to be delivered to Cristek directly from Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain / Dealer.
- 20. Special packaging for "Red Plague Mitigation": Silver Plated Wire and Cable Suppliers; A) Insulated Wire and Cable shall have both ends capped to prevent moisture intrusion. B) Un-insulated silver plated wire shall be packaged in Silver Saver® vapor inhibitor paper or equivalent. C) Semi-Rigid

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cable shall be packaged in a tubular container with end caps or rectangular box that contains a cover to maintain straightness and protective packaging from moisture intrusion.

- 21. Special packaging for "Red Plague Mitigation": Silver Plated Wire and Cable Suppliers with Mil specification part numbers, Cristek part numbers or supplier part numbers ending with "-R" and "-RT"; A) Insulated Wire and Cable shall have both ends capped to prevent moisture intrusion and within polyethylene bags containing desiccant. B) Un-insulated silver plated wire shall be packaged in Silver Saver® vapor inhibitor paper or equivalent and within polyethylene bags containing desiccant. C) Semi-Rigid cable shall be packaged in a tubular container with end caps or rectangular box that contains a cover to maintain straightness and protective packaging from moisture intrusion. D) Upon receipt, elapsed time since date of manufacture (DOM) shall not exceed two years unless permitted by the procuring authority and silver coated conductors shall be certified to ASTM B 298. E) "-RT" part numbers Must include Poly Sulfide test results with each lot.
- 22. Order acceptance requires that you (the supplier) to notify Cristek in your order acknowledgment if any items on the purchase order are obsolete or if you have been notified of their "end of life" date.
- 23. Unless the PO or technical documentation specifies otherwise, electronic, electrical, electromechanical, and mechanical piece parts and assemblies delivered to Cristek shall not have Pure Tin finishes. Additionally, any tin-lead (SnPb) plating or solder process / processing shall result in a finish of no less than 3% lead composition. A CofC stating compliance is required.
- 24. Dodd Frank Act; Suppliers are expected to ensure the parts and products supplied to Cristek are DRC conflict-free (do not contain metals derived from "conflicts minerals"; columbite-tantalite (tantalum), cassiterite (tin), gold, wolframite (tungsten), or their derivatives such that they directly or indirectly finance or benefit armed groups through mining or mineral trading in the Democratic Republic of the Congo or an adjoining country). Suppliers are to establish policies, due diligence frameworks, and management systems, consistent with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, that are designated to accomplish this goal. By way of Supplier certification, the Supplier is certifying they have processed the order IAW this requirement and certifying the piece parts supplied meet this requirement.
- 25. Foreign Object Damage (FOD) Prevention Where applicable the Seller shall establish and maintain an effective Foreign Object Damage (FOD) Prevention Program to reduce FOD using NAS412 as a guideline. The Seller's program shall utilize effective FOD prevention practices. The program shall be proportional to the sensitivity of the design of the product(s) to FOD, as well as, to the FOD generating potential of the manufacturing methods. The written procedures or policies developed by the Seller shall be subject to review and audit by the Buyer and / or government representative and disapproval when the Seller's procedures or policies do not accomplish their objectives. If there are any questions concerning this q-note please contact your buyer.
- 26. All Packing Slips, CofC's, Chemical / Physical Analysis and / or other documents related to the Purchase Order must be in English.
- 27. Materials with limited shelf life must have 90% life remaining when delivered to Cristek. Exceptions must be approved in advance of shipment. Shelf life (cure date or date of manufacture and date of

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expiration) is required on the CofC and / or Packing Slip.

- 28. When specifically required by the Purchase Order, a Certificate of Analysis (Chemical / Physical Analysis) is required and must be in English.
- 29. Temperature Sensitive Materials. The Seller shall label each container of the limited shelf life material / parts specified in this Purchase Order. As a minimum, the labels shall contain:
 - Manufacturers name
 - Specification to which the item is purchased, with type and class (if applicable)
 - Date of manufacture, or cure date
 - Batch / Lot number
 - Cristek part number (if applicable)
 - Storage temperature
 - The storage requirements must also be labeled on the exterior surface of each package shipped
- 30. When specifically required by the Purchase Order, a First Article per AS 9102 is required.
- 31. Material supplied against this order must conform with specifications shown on drawings or other supplied technical data. Material certifications, including Chemical / Physical Analysis, must clearly show compliance to these specifications and be in English. If specification revisions are not specified, the latest revision shall apply. In the event a specification has been made obsolete and superseded by another specification, there must be clear and documented supersession from the obsolete specification to the new specification.
- 32. Certificate of Solderability: When applicable, the supplier shall provide a Certificate of Solderability for this purchase order. Certification shall include as a minimum:
 - Solderability Test Specification:
 - Date Solderability Testing was performed:
 - Date of Manufacture or Date Code:
 - Solderability performed by:
 - Manufacturers Name:

The above information can be provided on the supplier's shipping documents or by completing a separate form and enclosing it with the shipping documents.

- 33. Packaging, identification, shipping and distribution of hazardous material must be in compliance with all applicable State, Federal, and International regulations and requirements. Material Safety Data Sheet (MSDS) and precautionary labeling requirements of 29 CFR 1910.1200, Hazard Communication Program applies. All potentially hazardous materials must be accompanied by a MSDS.
- 34. Calibration. Unless calibration is performed by the manufacturer or otherwise specified, the calibration / verification is to be certified per ANSI/NCSL Z540-1, ISO 10012-1, ISO/IEC 17025 standards. The certification of calibration/verification must include the following items at a

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minimum:

- Traceability to NIST or other nationally recognized Metrological Institute.
- Environmental conditions (temperature and humidity) at time of calibration / verification.
- Signature / Stamp of the technician performing calibration / verification.
- Serial number and/or Asset number and description of equipment with calibration / verification due date.
- Serial# / ID# and description of measuring standards used with calibration / verification due dates with traceability to NIST or other nationally recognized Metrological Institute.
- Certification or statement of compliance to ANSI / NCSL Z540-1, ISO 10012-1 or ISO / IEC 17025 as applicable.
- Condition of equipment as received
- Condition of equipment after calibration / verification.
- 35. Outside processing (Special Processes). The supplier is required to provide the following items:
 - Inspection data / report showing empirical data as defined on the drawing / PO (e.g., plating thickness, dimensional values, etc.)
 - Process Control data / chart (i.e., time and temperature charts)
- 36. As applicable, all Government Property shall be handled in accordance with FAR 52-245-1 https://www.acquisition.gov/far/html/52_245.html
- 37. All Suppliers must ensure that they are aware of:
 - their contribution to product or service conformity
 - their contribution to product safety;
 - the importance of ethical behavior.
- 38. Pink Poly Material Prohibited

Anti-static polyethylene known as "pink poly" is prohibited from all packaging (e.g., anti-stat bags, foam, bubble wrap, etc.). Material selected for packaging or protecting all delivered part, including but not limited to: ESD sensitive devices, Optics, PWB's and polycarbonates shall not leach chemicals, leave residues, or otherwise contaminate parts or assemblies.

PLEASE ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF ORDER TO (714)696-5258