



## TERMS AND CONDITIONS OF PURCHASE

ACCEPTANCE: Seller's acknowledgement of this order or commencement of any work or performance of any services hereunder shall constitute acceptance by Seller of this order and all of its terms and conditions, unless otherwise specified by Seller in the Order acknowledgment and as agreed by Buyer in writing.

1. Our organization reserves the right of final approval of product, procedures, processes, and equipment.
2. All special processes required by this PO must be performed by qualified personnel.
3. Our organization reserves the right to review and approve the Vendors Quality Management System. Standard QMS Requirements Include:
  - 3.1. Vendors providing special processing must maintain a system for validating processes.
  - 3.2. Customer Directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer.
  - 3.3. Suppliers initially approved for use via Certification (ISO9001, AS9100, ISO17025, AS9120, etc.) must notify our organization of any changes to that certification.
4. The Vendor shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data. Unless noted otherwise on the face of this order, the latest revision level is to be used.
5. Our organization 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.
6. Our organization reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation, or auditing.
7. The Vendor is required to:
  - 7.1. Implement and maintain a suitable Quality Management System that ensures delivery of conforming product.
  - 7.2. Notify our organization of nonconforming product.
  - 7.3. Obtain our organization approval for nonconforming product disposition.
  - 7.4. All suppliers are required to review and follow the standards related to the prevention of use of counterfeit parts and other published and non-published standards (example see AS6081, AS6174, ARD6884, SAE AS5553, AS9120, ISO9001, etc.) and all other related counterfeit referenced documents for awareness, prevention and disposition of counterfeit component, parts, material, the avoidance, detection, and migration of counterfeit parts and materials.
  - 7.5. Notify our organization of changes in product and/or process, changes of vendors, and changes of manufacturing facility locations.
  - 7.6. Flow down to external providers all applicable requirements, including customer requirements.
  - 7.7. All suppliers will comply with requirements defined in the Department of Defense FAR supplement. This clause incorporates domestic source requirements for certain specialty metals when the US Government is the end customer. All suppliers will ensure that Domestic specialty metals incorporated in items delivered to the US Government shall be melted or produced in the United States, its outlying areas, or qualifying country. See DFARS 252.225-7003:252.225-7012, 252-225-7014, and 252.225-7009 for specific requirements and applicable information.



- 7.8. All companies supplying tantalum, tin, gold, or tungsten must comply with the “conflict minerals” Section 1502 of the Dodd-Frank Act or disclose their use of conflict minerals that originated in the Democratic Republic of the Congo (DRC) or adjoining country.
- 7.9. Ensure their personnel are aware of the contribution to product conformity, product safety, and the importance of ethical behavior.
- 7.10. The Vendor is required to retain all Records associated with the Purchase Order for a period of no less than 10 years, unless otherwise specified.
8. Right of access by our organization, our customer, 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.
9. In addition to the previous requirements, all vendors providing Calibration Services must:
  - 9.1. Maintain Certification to ISO17025, ISO10012-1, ANSI Z540-1 (or equivalent) or be otherwise approved by our organization.
  - 9.2. Provide reporting of “As Found” and “As Left” status if the item is found to be out of tolerance
  - 9.3. Identify Calibration Standards used
  - 9.4. Utilize Calibration Standards traceable to NIST
  - 9.5. All material received shall be scanned for verification of material purchased
10. CONFIDENTIALITY: All confidential information (received in confidence or with the “confidence” stamp or note) disclosed in / with a Purchase Order cannot be presented to the third party without Shamrock Precision writing approval.
11. EXPORT CONTROL: For Export Controlled parts, Seller is required to be ITAR COMPLIANT, and needs to register with DDTTC and know what is required of them to be in compliance with the ITAR and self-certify that they possess this knowledge.
12. LIMITATION OF LIABILITY: IN NO EVENT WILL BUYER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, REVENUE, OR BUSINESS INTERRUPTION IN CONNECTION WITH, OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION BREACH OF THIS ORDER OR TERMINATION OF THIS ORDER).
13. GOVERNING LAW: This Purchase Order should be governed by and interpreted pursuant to the laws of the state of Texas.
14. ENTIRE AGREEMENT: This order which includes any supplemental sheets, schedules, exhibits and riders, annexed by Buyer hereto, contains the complete and entire agreement between the parties and supersedes any previous communication, representations, or agreements, whether verbal or written, with respect to the subject matter hereof.