

Mtron Purchase Order Standard Terms and Conditions

Mtron is a registered trademark and d/b/a name for M-tron Industries, Inc., and its subsidiaries: M-tron Industries, Ltd., Piezo Technology, Inc. and Piezo Technology India Private Ltd.

1. Acceptance: Any previous correspondence, bid, or quote from Seller characterized as an offer is hereby rejected in full, and in such situation this Purchase Order constitutes Buyer's counter-offer. This Purchase Order constitutes Buyer's offer to Seller upon the terms and conditions stated herein and shall become a binding contract to the terms and conditions set forth herein when it is accepted either by Seller's acknowledgment or performance. This Purchase Order expressly limits acceptance to the terms and conditions stated herein. Any additional or different terms or conditions proposed by the Seller are objected to and hereby rejected. Any reference in this Purchase Order to Seller's quotation or proposal does not imply acceptance of any terms or conditions in that quotation or proposal. Upon acceptance, this Purchase Order shall constitute the entire agreement between Buyer and Seller. Except as provided in paragraph 2 hereof, this Purchase Order may not be altered or modified except in writing, duly executed by an appropriate representative of each party. This Purchase Order may be a blanket order under which Buyer will subsequently issue specific releases.

2. Changes: The quantities, prices, terms, conditions or other pertinent specifications of the Purchase Order shall not be changed except by Buyer's written authorization. Buyer may, at any time by written order make changes in (i) drawings, designs, or specifications, (ii) method of shipment or packing, (iii) delivery date or (iv) place of delivery. If any such change causes an increase or decrease in the cost of, or time required for performance of the work under this Purchase Order, an equitable adjustment shall be made in the contract price or delivery schedule or both. Seller shall not suspend performance of this Purchase Order while Buyer and Seller are in the process of making such adjustment. Seller shall submit its claim within thirty days from the date of receipt of notification of change unless said period is extended in writing by Buyer.

3. Payment Not Constituting Acceptance: Payment for any item on this Purchase Order shall not constitute approval or acceptance of such material by Buyer, and Buyer's right of inspection shall survive payment. Seller shall repay Buyer the purchase price of any material found to be defective, not to conform to specifications, drawings or samples or not shipped in accordance with Buyer's delivery schedule and returned to Seller. Rejected material shall be returned at the expense of Seller upon rejection, and Seller shall bear all risk of loss as to rejected material. Buyer may elect to retain rejected material and remedy any defects or nonconformity to specifications, drawings or samples. Cost of affecting such remedy shall be negotiated between the parties, and the price to be paid by Buyer shall be adjusted accordingly.

4. Cancellation by Buyer: Buyer reserves the right to cancel this Purchase Order, or any part thereof, at any time, even though the Seller is not in default hereunder, by giving written notice to the Seller. In the event of such cancellation, Buyer shall pay for (i) all goods and services delivered and completed (ii) for goods in finished goods inventory, not to exceed the quantity previously ordered and scheduled to be delivered during the **fifteen (15)** day period after the date of cancellation and (iii) for raw material and direct labor costs for goods and materials in process not to exceed the quantity ordered and scheduled to be delivered during the period of time between **fifteen (15) and thirty (30)** days after the date of cancellation. Where cancellation is by reason of termination of a contract of the United States Government under which this Purchase Order has been placed Buyer will pay the Seller at such times as Buyer is paid by the United States Government. Upon receipt of any notice of cancellation hereunder, Seller shall, unless otherwise directed, immediately discontinue all work in progress and immediately cancel all orders or subcontracts given or made pursuant to this Purchase Order. Exercise by Buyer of the rights of cancellation reserved in this Paragraph shall give rise to no liability on the part of the Buyer except as specified in this Paragraph and shall not have the effect of waiving damages the Buyer might otherwise be entitled to.

5. Excuse of Performance: Neither party shall be held responsible for any delay or failure in performance hereunder caused by acts of God, war, riots, fire, explosion, flood, strike, lock-out, injunction, governmental laws or regulations, or any other cause beyond the control of such party, preventing the manufacture, shipment, acceptance, or use of the goods; provided that, the party who is affected or threatened by such event immediately notifies the other party of the nature and estimated effect upon its performance hereunder. At Buyer's option, the period specified for delivery of goods hereunder shall be extended by the period of delay occasioned by any such cause, and deliveries omitted shall be made during such extension, or the total quantity shall be reduced by the deliveries affected by the suspension of such performance, but the balance of the Purchase Order all otherwise remain unaffected. Buyer shall have the option to terminate this Purchase Order without liability to Seller if the period of suspension exceeds or is expected to exceed ten (10) days. In the event of allocation by Seller as a result of the foregoing, Seller shall allocate its total available supply of goods among Buyer and Seller's regular customers on a fair and equitable basis.

6. Default: In the event of any bankruptcy or insolvency proceedings involving Seller, or in the event of the appointment of an assignee for the benefit of creditors or of a receiver, or if Seller is insolvent or fails to perform any provision of this Purchase Order, or so fails to prosecute the work as to endanger performance of this Purchase Order and does not cure such failure within a period of five (5) days (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure, Buyer may by written notice to Seller, without any liability whatsoever and without prejudice to any other rights or remedies which Buyer may have under this Purchase Order or in law or equity, terminate, in whole or in part, further performance by Seller of this Purchase Order.

7. Delivery: Delivery must be made effective within the time stated on the Purchase Order and Purchaser reserves the right to cancel the order without charge if delivery is not made as specified. The Seller, however, shall notify Purchaser promptly of any delays and of any actual or potential labor dispute which is delaying or threatens to delay the timely performance of the order. Seller grants Buyer the right to at any time specify the carrier and/or the method of transportation to be employed in conveying any part or all of the materials covered herein, upon proper adjustment being made to cover any difference in transportation cost from the transportation cost agreed upon herein. Risk of loss to the goods shall pass to Buyer when delivered at the delivery point specified by the Buyer.

8. Certificate of Compliance (C of C): The Seller shall provide certification with each shipment that all quality, conformance, product safety, have not exceeded five (5) years from the manufacturer date code unless prior written authorization from buyer has been provided and other applicable requirements have been met in accordance with the specifications stated in the item description/part number appearing on this purchase order. The certification shall be signed (or duly authenticated via approved alternate means) by a corporate officer or other designated responsible individual. The following information is required in the Certificate of Compliance: Purchase Order Number (Mtron P.O. Number), Purchase Part Number (as shown on the P.O.), Drawing revision when included on P.O., Manufacturer's Part number, if different from above, Manufacturer Name (not Distributor name), and Authorized Signature per the above.

9. Packaging: Goods shall be packed by Seller to ensure safe, proper delivery of the goods to Buyer in an undamaged condition, and Seller shall be responsible for any loss or damage. The goods shall also be marked and packaged by Seller in accordance with Buyer's instructions and specifications. A packing list shall be included with shipment. No charges will be allowed for crating, boxing or cartage unless stated.

10. Warranties: The Seller expressly warrants clear title to the goods, free of any lien or encumbrance, that all goods, material and work will conform with applicable drawings, specifications, sample or other descriptions given, and will be free from defects in materials and workmanship. Goods not in accordance with descriptions given or defective goods may be returned at Seller's expense and **Buyer** shall have the option of returning such goods to Seller for refund of the purchase price or replacement of the goods at the price charged within a reasonable time. Buyer may also cancel any unshipped portion of the order. **Buyer** at its option and without notice to Seller, may retain any defective goods, make necessary repairs thereto, and deduct this cost of such repairs, including factor overhead at its standard rate, from the purchase price. The foregoing shall not be in limitation of any rights which Purchaser may have at law or in equity by reason of any breach of warranty express or implied.

11. Compliance With Federal, State and Local Laws: Seller warrants that in the performance of this order it has complied with or will comply with all applicable Federal, State and local laws and ordinances and all lawful orders, rules and regulations thereunder, including but not by way of limitation, the applicable provisions of the Fair Labor Standards Act of 1938 as amended (29 U.S.C. Sec.201-219), and all lawful rules and regulations thereunder and Subparagraphs 1 through 7 of Section 202 of Executive Order 11246. This order incorporates by reference: (a) all provisions of 41 C.F.R. 60-1.4 as amended, pertaining to the equal opportunity clause in governmental contracts; (b) all provisions of 41 C.F.R.60-250, as amended, pertaining to affirmative action for disabled veterans of the Vietnam Era; and (c) all provisions of 41 C.F.C. 60-741, as amended, pertaining to affirmative action for handicapped workers. Seller certifies that it is in compliance with all applicable provisions of 41 C.F.R. 60-1, including but not limited to: (a) developing and presently having in full force and effect a written affirmative action compliance program for each of its establishments as required by 41 C.F.R. 60-1.40, as amended; (b) filing EEO-1 Reports as required by 41.C.F.R. 60-1.7, as amended; and (c) neither maintaining segregated facilities nor permitting its employees to perform services at segregated facilities as prohibited by 41. C.F.R. 60-1.8, as amended. Buyer requests Seller to adopt a policy to extend employment opportunities to qualified applicants and employees on an equal basis regardless of an individual's age, race, color, sex, religion or national origin.

12. Change Approval: The supplier shall not make any changes to their products or processes without prior written consent and approval from Mtron. These include changes to, or additional such as; Locations, Facilities, Manufacturing process , Manufacturing equipment, Test or measurement process , Test or measurement equipment , Supplier or sub supplier , Components or subcomponents , Raw material and Product design. This also includes any other change that may affect, product form, fit, function, or appearance, or adversely affect reliability, quality or safety, or increase the cost of use of the goods.

13. Taxes: Buyer will not pay Seller any state or local sales, use or similar tax unless previously agreed upon and separately stated and itemized hereon, or any federal excise tax unless included in the prices stated herein, and Seller agrees that except as otherwise provided herein all such taxes which at the date hereof Seller is required by law to collect from Buyer are so included or separately stated and itemized, and agrees that the prices stated herein do not and the amount hereunder will not include any tax with respect to which exemption is available or is indicated by Buyer hereon or otherwise, or any federal excise tax with respect to which Buyer has furnished Seller an exemption certificate. The Seller agrees to pay any and all personal property and/or ad valorem taxes assessed or otherwise levied against any property placed in the hands of the Seller by the Buyer for the purpose of fulfilling this purchase order.

14. Design Rights: Where goods are made to drawings furnished by Buyer (unless such drawings are entirely standard items made and/or furnished by the Seller to the trade) the design shall be considered as Buyer's and Seller is not to furnish to anyone else the same goods or parts thereof without Buyer's written permission.

15. Conflict Minerals: Seller agrees to provide product that is free from "Conflict Minerals" from the Democratic Republic of the Congo or adjacent countries and to only use smelters validated as compliant to a Conflict Free Smelter (CFS) protocol using CFS Compliant Smelter List.

16. Counterfeit Parts Prevention: Seller shall establish and maintain controls to prevent the purchase of counterfeit parts. Seller shall maintain a method of item traceability which ensures tracking of the item(s) back to the Original Equipment Manufacturer ("OEM") of all Electronic, Electrical and Electromagnetic ("EEE") components and devices including those Items in assemblies and subassemblies being delivered under this PO. If a suspect/counterfeit item(s) is furnished under this PO, Seller shall promptly disclose such item(s) to Buyer and replace such item(s) with Item(s) acceptable to Buyer at no increase in price, cost or fee to Buyer. Seller shall be liable for all costs relating to impoundment, removal, and replacement of counterfeit Item(s). Sellers eligible for utilization of the Government-Industry Data Exchange Program ("GIDEP") shall utilize the GIDEP process to alert industry of encountered counterfeit parts.

17. Right of Access: The seller shall provide right of access for the buyer, their 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.

18. Intellectual Property: The Seller hereby warrants that the goods purchased hereunder and the sale or use of them will not infringe any patent, trademark, service mark, trade secret or copyright. Unless otherwise specifically agreed to in writing, the Seller agrees to indemnify and hold harmless the Buyer, its successors, assigns, customers and users of its products against any and all loss, damage, liability, costs and expenses including, without limitations, reasonable attorneys' fees which may be incurred as a result of or in defending or settling any suit, claim, judgment or demand involving infringement of any patent, trademark, service mark, trade secret or copyright by the sale or use of the goods purchased hereunder. The Seller agrees that it will, when so requested, provided it is given reasonable notice of the *pendency* of any such, claim or demand, assume the defense of the Buyer, and/or its successors, assigns and customers, and users of its products against any such aforementioned suits, claims or demands.

19. Indemnity And Liability For Injury: Seller agrees to protect, defend, hold harmless and indemnify Buyer from and against any and all loss damage, liability, costs and expenses including, without limitation reasonable attorneys' fees which resulting from any alleged or claimed defect in goods purchased hereunder, whether latent or patent, including allegedly improper construction and design, or from the failure of such goods to comply with specifications, or with any express or implied warranties of Seller or arising out of the alleged violation of any statute, ordinance, administrative order, rule or regulation connected with the manufacture or sale of such goods, including but not limited to the Federal Occupational Safety and Health Act of 1970, as amended. At Buyer's request, Seller shall obtain and maintain during the life of this agreement at its expense, product liability insurance, with a vendor's endorsement in such form and amount, and in such company, as may be approved by Buyer in writing. Satisfactory evidence of such insurance shall be submitted to Buyer upon request. For the purpose of this paragraph, "goods" shall be deemed to include any packaging supplied by Seller. (a) If you are required by the terms of this purchase order to perform any work on our premises, you agree that you shall have absolute and sole responsibility for any damages or injuries to person or property including our employees, and property, caused directly by you, your agents, or employees, and that you shall have harmless and indemnify us from and against any liability for such damage or injuries. (b) Before commencing such work, you shall furnish us a certificate of insurance, showing that you carry adequate public liability and property damage insurance and Workmen's Compensation Insurance (or evidence of authority to self-insure). (c) You shall defend, indemnify and save us harmless from and against all suits, claims (including Workmen's Compensation claims), demands, damages and costs including, reasonable attorney's fees, in connection with accidents resulting from the services performed hereunder. (d) No person employed by you, or your subcontractors and vendors, in connection with the furnishing of the items and services ordered hereunder shall be held or construed to be our employees under the provision of any local, state or Federal Workmen's Compensation or Unemployment Compensation Act or other law, regulations, ruling or order, and you shall save us harmless against all taxes, contributions, or assessments imposed by such act, law, regulation, ruling or order, upon the "employer" with respect to the persons employed by you, or your subcontractors and vendors, in the manufacture or furnishings of such items and services.

20. Non-Assignment: Seller shall not assign this purchase order or any interest therein, including any payment due or to become due with respect thereto, without Buyer's prior written consent.

21. Price: If price is not shown on this order, the Seller agrees to sell at no higher price than that at which the item or items were last sold or at the lowest prevailing market price, whichever is lower, unless **Buyer** has been notified and has agreed to a different price. If at any time during the pendency of this order, lower prices are quoted anyone for similar items, such lower net prices shall be substituted for the prices contained herein from the time of the lower price quotation.

22. Over-Shipments: Materials shipped on this order must not be in excess of quantity ordered. Over-shipments may be returned at Seller's expense.

23. Waivers: Any waiver of strict compliance with the terms of this Order shall not be a waiver of our right to insist upon strict compliance with the terms of the Order thereafter.

24. Modifications of Agreement: This order contains all the agreements and conditions of these transactions and no agreement or other understanding in any way modifying the conditions hereof will be binding unless made in writing as a change order or supplement and signed by Purchaser.

25. Jurisdiction: A Florida state court of Orange County, Florida (or if there is exclusive Federal jurisdiction, the United States District Court for the Middle District of Florida.) shall have exclusive jurisdiction and venue over any dispute arising out of this agreement, and Buyer hereby consents to the jurisdiction of such courts.

26. Specialty Metals: Material defined as *Specialty Metals* in accordance with DFAR 252.225.7009(OCT 2014) shall meet the entirety of DFAR 252.225-7009 (OCT 2014). The supplier shall include a statement on the Certificate of Compliance (C of C) attesting to the fact that the material is compliant to DFAR 252.225-7009(OCT 2014).

27. Record Retention: Records of product manufacturing, tests, chemical and physical tests, and inspections to validate compliance to PO and T&C requirements shall be controlled to remain stored, protected from damage, legible, retrievable and retained for a period of 10 years or more in accordance with the Purchase Order agreement after shipment to Mtron.

28. Nonconforming Product:

No non-conforming product shall be shipped without prior deviation request approved in writing by Mtron.

Any deviations from the prints, drawings or 3D solid model requires prior written approval. Mtron will not be liable for product delivered based upon verbal communications. Mtron form 23-01 shall be used to document the deviation request and must be submitted to Mtron for prior review and approval. If deviation request is approved and documented per form 23-01, the signed authorization must be returned with the parts.

29. FOD: Packaging, Protection, and Foreign Object Damage/Debris (FOD), of the product shipped shall be in accordance with Mtron purchase order, or best commercial practices to protect the product from Damage and /or Deterioration. Packaging shall be free from any foreign object debris.

30. Product End of Life (EOL) Notice: Supplier shall notify Mtron a minimum of twelve months prior to the discontinuation of a product and shall allow Mtron to perform a last time buy in order to qualify and phase in the recommended replacement. Suppliers shall continue to support field returns and failure analysis for their product for a minimum time frame of the product's warranty period beyond the last time ship deadline.

31. Requirements Flow down: The supplier shall flow-down all applicable requirements, including Customer requirements to subcontractors and suppliers at every tier.

32. Human Trafficking: Supplier shall adopt and comply with Mtron's human trafficking policy which is available for review at <http://www.mtron.com/policies>

33. Business Conduct: Supplier shall ensure that persons are aware of their contribution to product or service conformity, product safety, and the importance of ethical behavior. Supplier shall adopt and comply with Mtron's business conduct policy is available for review at <http://www.mtron.com/policies>

34. Quality Management System: Supplier should implement a quality management system. The suppliers quality management system needs to demonstrate their ability to consistently provide products and services that meets the customer and applicable statutory and regulatory requirements.

35. Notification of Status Change: Supplier shall notify Mtron of any status changes (e.g., related to its ownership and personnel, subsidiaries and third parties, and related certifications) to a Buyer representative in a timely manner.

36. Inspection: Mtron reserves the right to inspect incoming material based on statistical sampling. Lot quantities can be accepted/ rejected based on sampling. All sample inspection plans shall provide valid confidence in specified quality levels.

37. Calibration: Suppliers providing calibration services shall have annual eye examinations for employees performing M&TE calibrations. Examinations must be administered by a qualified/ trained person and be relevant to the tasks of the employee(s).

38. First Article Inspection: When a First Article is required, documentation shall be in compliance with AS9102 requirements.

39. ALL Suppliers of items that are sensitive to electronics discharge (ESD) Shall have procedures that are compliance with jesd625b or similar industry specification, for handling and packaging of ESD sensitive items. This applies to all phases of production storage, and shipment of the ESD sensitive items.

40. Subcontractors shall meet the requirements of DFARS Clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting. DFARS Clause 252.204-7012 requires contractors/subcontractors to: 1) Safeguard covered defense information, 2) Report cyber incidents, 3) Submit malicious software and 4) Facilitate damage assessment.

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