Supplier Requirements / Terms and Conditions

1.0 ACCEPTANCE OF PURCHASE ORDERS. This order ("Purchase Order") is Glenair's offer to purchase the goods and/or services specified according to the terms and conditions specified herein ("General Terms and Conditions"). The Purchase Order together with any attachments specifically incorporated or referenced on the Purchase Order along with these General Terms and Conditions (the "Agreement") constitute the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. This Agreement may be amended, modified, or supplemented only by a written agreement signed by Glenair and the Seller. This Agreement shall be binding upon the successors and assigns of the parties. If any Glenair Purchase Order does not state a price or delivery date, Glenair will not be bound to any price or delivery date to which it has not specifically agreed in writing.

1.1 REFERENCE DOCUMENTS. When industry, military and/or regulatory standards are specified on the Glenair Purchase Order, the manufacturing and/or processing of the goods shall be in accordance with the current issue of the cited standards in effect as of the date of the Purchase Order. Note that if a specific revision is indicated on the Purchase Order, the requirements of the specification at that revision level shall be imposed; and may reflect an older revision of the specification. However, nothing supersedes applicable laws and regulations unless a specific exemption has been obtained.

2.0 CHANGES. No changes, modifications or revisions to this Purchase Order shall be valid unless in writing and signed by authorized purchasing representatives of Glenair ("Glenair's Buyer"). Glenair's Buyer may at any time, by written notice, make changes within the general scope of this Purchase Order, including, but not limited to, drawings, specifications, shipping instructions, quantities, and delivery schedules. Should any such change increase or decrease the cost, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedules will be made. Any claims for adjustment by Seller must be made within thirty (30) days from the date the change is ordered or within such additional period as may be agreed upon and should be accompanied by an estimate of charges for redundant material and/or work in process. No claim by Seller for actual cost of redundant material or work in process resulting from any such change will be valid unless submitted within six (6) months from the date of such change, or such longer period as may be authorized by Glenair's Buyer in writing. Nothing contained in this clause shall relieve Seller from proceeding without delay in the performance of this Purchase Order as changed.

3.0 PACKING, SHIPMENT AND DELIVERY. All packing shall be at Seller's expense, in suitable containers for protection in shipment and storage. Packing must conform to applicable carrier regulations. Packing lists shall accompany each shipment, showing the Purchase Order number and material description. Delivery schedule is of the essence. Seller will be held liable for damages suffered by Glenair due late deliveries. Acceptance by Glenair of any goods after delivery date shall not be deemed a waiver of any rights or any damages suffered and shall only be an attempt by Glenair to mitigate such damages. Failure by Seller to complete delivery within the time specified shall, in addition to any other rights and remedies Glenair may have at law or in equity, relieve Glenair of obligation to accept and pay for goods and/or services ordered.

4.0 INSPECTION / ACCEPTANCE AND QUALITY CONTROL. All goods and/or services ordered are subject to final inspection and acceptance at Glenair and at ultimate destination, notwithstanding any prior payment or inspection and acceptance. Glenair may reject and hold at Seller's expense, subject to Seller's disposal or return to Seller at Seller's expense, all goods and/or services not conforming to applicable drawings, specifications, samples, or as defined in the Purchase Order. Seller agrees to replace at its expense or, at Glenair's option, to refund the price of any goods and/or services which fail to meet the

requirements of applicable drawings, specifications, samples, or descriptions as ordered. The Seller is cautioned to examine carefully all referenced documentation that in total describes the goods and/or services, the quality, the records and the controls that are required for adequate conformance. Unless otherwise expressly waived by Glenair in writing, Seller shall comply with all the requirements of this Agreement specified and/or referenced herein, as well as any other supplemental requirements specified on the face of the Purchase Order to the extent required by Glenair for the provision of goods and/or services hereunder. Parts and materials furnished as part of the delivered goods or, in the case of distributors, furnished as the delivered goods shall have been purchased in a manner that ensures conformance to the applicable specifications and is subject to adequate controls. All supplied paperwork (certifications, shippers, etc.) must all reference back to the Purchase Order number, regardless of origin of paperwork. The Seller must tie all paperwork together by referencing the relevant Purchase Order number. Additional Glenair Supplier Requirements / Quality Clauses will be identified on the Purchase Order as Q-Clauses (e.g.: Q-1, Q-2, etc.). Quality Clause definitions are presented in Appendix–A attached hereto. Seller shall immediately notify Glenair (not to exceed 24 hours or the next business day) if Seller suspects that it has shipped nonconforming goods to Glenair regardless of destination or date shipped. Notification shall be provided to Glenair's Buyer identified on the Purchase Order. Acceptance of this Purchase Order by the Seller constitutes acceptance of the applicable Q-Clauses without claim for additional costs.

4.1 NOTICE OF ESCAPE. In the event Seller identifies or becomes aware of a nonconforming good and/or service that has escaped from the Seller's facility and delivered to Glenair, Seller shall provide a written notification of nonconformity escape ("NOE"), addressed to the Glenair's Buyer identified on the Purchase Order, and on the Seller's own letterhead within one (1) business day of such discovery. NOE must include a clear and concise description of the discrepancy which includes as a minimum: the affected part numbers, Purchase Order numbers, quantity, as well as the date on which such nonconforming goods and/or services were delivered to Glenair, date of manufacture, traceability information (such as serial numbers, heat lot number, batch number, lot, date code, etc.), all test/inspection documentation data, and any information regarding rejection and containment actions taken by the Seller. Additionally, evidence of immediate corrective action / containment as well as the root cause and corrective action taken by Seller shall be kept on file and available to Glenair upon request along with additional information to support Seller's internal investigation procedures and analysis.

5.0 WARRANTY. Seller warrants that all goods and/or services supplied or furnished hereunder will: (i) be free from defects in material and workmanship; (ii) conform to specifications, drawings, samples, descriptions and all other requirements of the Purchase Order; (iii) be free from liens and encumbrances; (iv) be fit and sufficient for the purpose for which it was intended (applicable to raw materials); and (v) if of Seller's design, will be free from design defects. Such warranties shall remain in effect for a period of twelve (12) months after delivery of such goods to Glenair. If any non-conformity with goods and/or services appears within that time, Seller shall promptly repair, replace the goods, or re-perform the services at its sole expense. If repair or replacement of the goods or re-performance of services is not timely, Glenair may elect to return the nonconforming goods and/or services, or repair or replace the nonconforming goods or re-procure the nonconforming services at Seller's expense. Such warranties shall be in addition to any other warranty or service guarantee of Seller and any warranties imposed by law. All warranties and service guarantees shall run to Glenair and Glenair's Customer(s) at any tier.

5.1 RECALLS/GIDEPS.

a) If any governmental agency with jurisdiction over the recall of any goods supplied hereunder provides written notice to Glenair or Seller, or Glenair or Seller has a reasonable basis to conclude,

that any goods supplied hereunder could possibly create a potential safety hazard or unsafe condition, pose an unreasonable risk of serious injury or death, contain a defect or a quality or performance deficiency, or are not in compliance with any applicable code, standard or legal requirement so as to make it advisable or required that such goods be recalled and/or repaired, Seller shall promptly communicate such relevant information to Glenair and promptly respond to any requests for information by Glenair, Glenair's Customer(s) or any regulatory authorities relating to the goods considered for recall. For the avoidance of doubt, this Section (5.1) applies to and includes alerts and actions taken or issued by the Defense Logistics Agency (DLA), Defense Contract Management Agency (DCMA), or (pursuant to) Government Industry Data Exchange Program (GIDEP).

b) Corrective Action Plan. If a recall is required under applicable laws or Glenair determines that a recall is advisable, Glenair may request that Seller promptly develop corrective action plan(s) (collectively, the "**Seller's Corrective Action Plan**"), which shall include all actions required by applicable laws or regulatory requirements and provide Glenair with an opportunity to review and approve such Seller's Corrective Action Plan. Alternatively, Glenair may develop corrective action plan(s) (collectively, "**Glenair's Corrective Action Plan**"), which shall include all actions required by applicable laws or regulatory requirements and will provide Seller with an opportunity to review such plan. Seller and Glenair agree to cooperate and work together to ensure that any such Corrective Action Plan is acceptable to both parties prior to its implementation, provided, however, that nothing contained in this Section (5.1) shall preclude Glenair from taking any corrective action or making any filings or disclosures, and in such event, Seller shall cooperate with and assist Glenair in any corrective actions and/or filings or disclosure it undertakes.

c) Remedies. To the extent such recall is determined to have been caused by a defective or otherwise nonconforming goods delivered by Seller (whether related to quality, performance or any other types of deficiency, nonconformity or non-compliance), Glenair shall be entitled to take the actions or require Seller to take the actions as set forth in Section 4 above, all at Seller's cost. Inter alia, Seller shall reimburse Glenair for all damages and costs incurred by Glenair or Glenair's Customer(s) in connection with any recall, repair, replacement or refund program, including without limitation, all costs related to: (i) investigating and/or inspecting the affected goods, including to determine whether a recall is needed; (ii) locating, identifying and notifying Glenair's Customer(s); (iii) repairing, or where repair of the goods is impracticable or impossible, repurchasing or replacing the recalled goods, including from alternative sources; (iv) packing and shipping the recalled goods; and (v) media notifications. Each party shall consult the other before making any statements to the public or a governmental agency relating to potential safety hazards affecting the goods, except where such consultation would prevent timely notification required by law.

6.0 RESPONSIBILITY FOR PROPERTY. Seller shall be responsible for all goods covered by this Purchase Order until delivery to specified delivery point and shall bear all risks for rejected goods after notice of rejection. Seller shall: be liable for any loss or destruction of, or damage to, property furnished to Seller by Glenair or Glenair's Customer(s); not use such property except for performance of this Purchase Order or as authorized by Glenair in writing; indemnify, defend and hold Glenair harmless against any and all liens and claims related to such property regardless of the cause; and be responsible for returning any such property in as good condition as when received, except for reasonable wear and tear, or for the utilization of such property in accordance with the provisions of this Purchase Order. Any property furnished to Seller hereunder shall carry no guarantee or warranty, express or implied. With respect to Government property, Seller agrees to comply with Federal Acquisition Regulation 52.245-1 (Government

Property). Seller shall provide evidence of compliance, including flow down to all sub-tier suppliers, when requested by Glenair or Glenair's Customer(s).

7.0 RIGHT OF ENTRY. During Purchase Order performance, Glenair or its representative, Glenair's Customer(s), or regulatory authorities reserve the right to visit Seller's facilities to monitor, assess and test the goods being manufactured for Glenair and to audit Seller's production/manufacturing processes, Quality Management/Inspection System of Seller, and all applicable records to determine compliance with quality and/or Purchase Order requirements. Whenever possible, advance notification of such visits will be made to avoid schedule disruption. If Glenair, its representatives or Glenair's Customer(s) perform inspection or test on the premises of Seller or a subcontractor of Seller, Seller shall furnish, and shall require its subcontractors to furnish, at no increase in Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspection and test.

8.0 QUALIFICATION. If qualification is required for the goods, as called out on drawing, specification or noted on the Purchase Order, Seller shall not ship such goods until they have been accepted by Glenair through qualification tests, or deviations (if any) have been granted in writing from the Glenair's Buyer to ship prior to completion of such tests, notwithstanding the qualification clause on the drawing or specification. Nothing in this Section (8.0) is intended to prevent the continued production of the goods, as required to meet delivery schedule called for by the Purchase Order.

9.0 TOOLING AND MATERIAL. If this Purchase Order is for tooling or rework or re-identification of tooling, title to such tooling shall vest in Glenair unless otherwise stated on the Purchase Order. Title to, and the right of immediate possession of, all tooling and material furnished by Glenair to Seller shall remain in Glenair. All tooling ordered and tooling and material furnished by Glenair shall be used solely in the performance of this Purchase Order. It is the Seller's responsibility to verify the accuracy, quality or suitability of any tooling or material supplied by Glenair when used to produce goods and/or services under the requirements of this Purchase Order. All such tooling shall be maintained in good condition and shall be permanently identified with the Glenair name and part number. Such tooling and material shall always be subject to disposition as Glenair may direct. Seller agrees to maintain inventory control of all such tooling and property and to furnish inventories thereof if required by Glenair.

10.0 APPROVED VENDORS. Glenair maintains an Approved Vendors List (AVL) for vendors who are deemed qualified by Glenair as determined by audit results and subject to continuing performance measurements based on both conformance to requirements and delivery performance. Late shipments or the shipment of discrepant material will affect a Seller's approval rating and can cause disqualification.

11.0 INVOICES AND PAYMENT. Unless otherwise provided in this Purchase Order, no invoices shall be issued nor payments made prior to delivery. Invoices must be issued per shipment. Unless freight and other charges are itemized, any discount will be taken on full invoice amount. Payments are subject to adjustment for shortage/rejection. Payment terms are net thirty (30) days, after the date Seller's invoice is received by Glenair. All invoices shall include Glenair Purchase Order number, part number and description, and unit price. Tooling invoices shall be submitted only after receipt, test and acceptance by Glenair of sample or production parts made by such tooling and must be accompanied by Seller's certification that each tool is completed and satisfactory for the use for which it is intended. Tooling invoices shall include the Glenair Purchase Order number, the number of the part fabricated and the price of each tool.

12.0 TAXES. The price stated on the face of the Purchase Order shall include all taxes and other governmental charges, imposed upon the production, sale, shipment, or use of the goods and Seller shall pay and discharge all such taxes and charges without reimbursement from Glenair.

13.0 TERMINATION AND DEFAULTS.

a) Glenair may terminate this Purchase Order, in whole or in part, at any time by written notice (including facsimile and electronic mail systems) to Seller and such termination shall not constitute default. Glenair retains and shall be entitled to all rights available to it at law and in equity, including Glenair's rights to title and possession of goods paid for. Seller shall be reimbursed for actual, reasonable, substantiated and allowable costs, plus a reasonable profit for work performed to date of termination. Seller shall not be paid for any work performed or costs incurred that reasonably could have been avoided. Glenair may take immediate possession of all work performed upon notice of termination. Seller agrees that it will not include in any claim submitted hereunder any direct cost of engineering and/or development or any cost for special tooling unless specifically ordered by Glenair. Seller's obligations under the warranty and confidentiality provisions of this Agreement shall survive such termination.

b) Glenair may, by written notice (including facsimile and electronic mail systems) of default to Seller, terminate this Purchase Order, in whole or in part, in any one of the following circumstances: (i) if Seller fails to deliver the goods and/or perform the services within the time specified herein (or such longer period as Glenair may authorize in writing); or (ii) Seller fails to perform any of the provisions of this Agreement and/or Purchase Order or fails to make progress thus endangering performance of this Purchase Order in accordance with its terms and in either of these two circumstances set forth in this sub-section (ii) does not cure such failure within a period of five (5) calendar days (or such longer period as Glenair may authorize in writing) after receipt of notice from Glenair specifying such failure; or (iii) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or (iv) if Seller fails to provide written assurance of due performance, within a reasonable time after demand by Glenair;

c) If this Purchase Order is so terminated under this sub-section (b), Glenair may procure or otherwise obtain, in the terms and manner as Glenair deems appropriate, goods and/or services like those terminated. Seller, subject to the exceptions set forth below shall be liable to Glenair for any excess costs of similar goods and/or services along with additional administrative costs tied to such re-procurement efforts.

d) If this Agreement or any Purchase Order is terminated as provided in this Section (13.0), Glenair, in addition to any other rights and remedies provided at law, in equity or under this Agreement, may require Seller to transfer title and deliver to Glenair, in the manner and to the extent directed by Glenair, (i) any completed goods, and (ii) such partially completed goods and any materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information and contract rights (hereinafter "Manufacturing Materials") that Seller has produced or acquired for the performance of the terminated part of this Agreement and/or the Purchase Order, and Seller shall, upon direction of Glenair, protect and preserve property in Seller's possession in which Glenair has an interest. Glenair will pay Seller the contract price for completed goods delivered to and accepted by Glenair and the fair value of the Manufacturing Material so requested, delivered and accepted by Glenair.

e) Seller shall continue performance of this Purchase Order to the extent not terminated. Glenair shall have no obligations to Seller for the terminated part of this Purchase Order except as provided herein. Glenair's rights as set forth herein shall be in addition to other rights set forth by law in case of Seller's default.

13.1 EXCUSEABLE DELAY | FORCE MAJEURE. Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under this Purchase Order if and to the extent such delay or failure is caused by an act of God, fire, flood, war, epidemic, pandemic, quarantine restriction, act of terrorism, riot, civil commotion, governmental action (including regulatory change), wreck or delay in transportation, major equipment breakdown, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, delays or refusals to grant an export license or the suspension or revocation thereof, or any act, delay or failure to act of the affected party's suppliers and subcontractors of any tier and any similar events beyond the reasonable control of the affected party ("Force Majeure") which renders performance impossible or impractical. If any Force Majeure event affects either party's ability to perform, the party affected by such event shall give the other party notice as soon as practicable under the circumstances. If Seller's performance is delayed due to a Force Majeure event, the due date of its performance shall be extended by a period necessary to overcome the effect of such delay. If the inability to perform continues for longer than three (3) months, either party may terminate the affected Purchase Order by providing written notice to the other party. Notwithstanding the foregoing, Glenair shall remain responsible for payment of good delivered prior to the termination.

14.0 INSOLVENCY. In the event of the institution of any proceedings by or against either party in bankruptcy or insolvency or under any provisions of the Bankruptcy Act or for the appointment of a receiver or trustee or an assignment for the benefit of creditors of either party, the other party may terminate this Purchase Order without further cost or liability.

15.0 ASSIGNMENT. Neither this Purchase Order nor any interest under it shall be assigned by Seller without the prior written consent of Glenair, except that claims for monies due or to become due under this Purchase Order may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, by Seller without such consent. Glenair shall be furnished with two signed copies of any such assignment. Payment to an assignee of any such claim shall be subject to setoff for any present or future claim or claims which Glenair may have against Seller except to the extent that any such claims are expressly waived in writing by Glenair. Glenair reserves the right to make direct settlements and/or adjustments in price with Seller under the terms of this Purchase Order, notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee.

16.0 LABOR DISPUTES. Seller agrees that whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this Purchase Order, Seller shall immediately give notice thereof to Glenair. This requirement will flow down to Seller's subcontractors under this Purchase Order.

17.0 CLEARANCE OF MATERIAL INTENDED FOR PUBLIC RELEASE. No news release, advertisements, public announcement, denial or confirmation of same relating to any part of the subject matter of this Agreement shall be made directly or indirectly without the prior written consent of Glenair.

18.0 REPRODUCTIONS RIGHTS / CONFIDENTIALITY. Glenair does not grant to Seller any reproduction rights to the goods ordered or any rights to use designs, drawings, or other information belonging to or supplied by Glenair in the manufacture or design of such goods for anyone other than Glenair. Seller agrees that it will keep confidential any information provided by Glenair hereunder, including, but not limited to the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by Glenair ("Glenair Information & Materials") and use Glenair Information & Materials only to the extent necessary in the production of the goods under this Purchase Order or any other Purchase Orders from Glenair, and not otherwise, unless Glenair's

written consent is first obtained. Upon written notice to Glenair, Seller shall have the right to use Glenair Information & Materials in the manufacture of end items for direct sale to the Government to the extent the Government has the right under its prime contracts with Glenair to authorize such use by Seller. Upon completion or termination of this Agreement and/or Purchase Order or at any time upon Glenair's request, Seller shall return all Glenair Information & Materials to Glenair or seek disposition directions from Glenair.

19.0 PATENTS. To the extent that the goods ordered are manufactured to designs not originated by Glenair, Seller guarantees that the sale and/or use of such goods delivered hereunder will not infringe any United States or foreign patents, and agrees to indemnify and hold Glenair and/or Glenair's Customer(s) harmless from any expense, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of any patent rights with respect to such goods, and to defend, at its own expense, any action or claims in which such infringement is alleged, provided Seller is notified as to such actions or claims against Glenair.

20.0 INDEMNIFICATION.

a) In the event Seller's employees, agents, or subcontractors enter premises occupied by or under the control of Glenair in the performance of this Purchase Order, Seller agrees that it will indemnify and hold harmless Glenair, its directors, officers and employees from any loss, cost, damage, expense or liability by reason of property damage or personal injury (including death) arising as a result of, or in connection with such performance. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in this Section (20.0) and will maintain proper worker's compensation insurance covering all employees performing this Agreement and/or Purchase Order. Seller agrees to provide proof of such insurance coverage promptly upon request by Glenair.

b) Seller agrees to indemnify Glenair against any and all losses, costs, liabilities or damages incurred by Glenair or Glenair's Customer(s) by reason of Seller's: (i) violation of any applicable law, executive order or regulation; and/or (ii) breach of any of its obligations under this Agreement and/or Purchase Order.

21.0 COMPLIANCE WITH LAW.

a) Seller warrants that all goods and/or services provided under this Purchase Order conform to all relevant Federal, State, Occupational Safety & Health Administration (OSHA) and other worker safety requirements.

b) Seller warrants that in the performance of this Purchase Order, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials, and any other pertinent federal, state or local statutes, laws, rules or regulations, and Seller further agrees to hold Glenair harmless from any loss, damage, fine, penalty, or expense whatsoever that Glenair may suffer as a result of Seller's failure to comply with this warranty.

c) Seller warrants that it has complied with the Anti-Kickback Act of 1986 and has not offered or given and will not offer or give to any employee, agent, or representative of Glenair any gratuity or any kickback within the meaning of the Anti- Kickback Act of 1986. Any breach of this warranty shall be a material breach of this Agreement and shall entitle Glenair to terminate every contract between Glenair and Seller for default.

d) Seller certifies that the goods furnished hereunder have been or will be produced in compliance with applicable requirements under the Fair Labor Standards Act, as amended, and regulations and applicable orders of the United States Department of Labor.

e) Pursuant to the terms and conditions of Glenair's higher tier/overarching contracts with prime U.S. government contractors, Seller shall comply with the Federal Acquisition Regulation ("FAR") clauses, Department of Defense Federal Acquisition Regulation Supplement (DFARS) clauses and Code(s) of Federal Regulations ("CFR") listed on Exhibit A attached hereto. Seller shall flow down all such requirements to all subcontractors.
f) Seller warrants that in the performance of this Agreement and/or Purchase Order, it will comply with all applicable U.S. export control regulations including, without limitation, ITAR and EAR, and Seller further agrees to indemnify and hold Glenair harmless from any loss, damage, fine, penalty, or expense whatsoever that Glenair may suffer because of Seller's failure to comply with this warranty.
g) Seller warrants to comply with 22 U.S.C. 9401 et seq.—Countering America's Adversaries Through Sanctions Act of 2017 (Public Law 115-44—AUG. 2, 2017) (CAATSA)

22.0 INDEPENDENT CONTRACTOR STATUS. Seller shall perform its duties under this Agreement as an independent contractor and not as an agent or employee of Glenair. The relationship between the parties shall remain that of independent contractors and nothing herein shall imply any joint venture or employment relationship. Seller shall not in any way by oral or written statements or other conduct represent itself as being other than an independent contractor, without any power to bind Glenair.

23.0 GOVERNING LAW AND VENUE. The parties agree that this Agreement shall be deemed to have been executed and delivered within the State of California and the rights and obligations of the parties shall be construed and enforced in accordance with and governed by the laws of the State of California without regard to conflict of laws rules. The United Nations Convention on the International Sale of Goods shall not apply.

24.0 DISPUTES. Any controversy or claim arising out of or relating to this Agreement and/or Purchase Order, or the breach thereof, which cannot be resolved by the parties through negotiations within thirty (30) calendar days or such longer period of time as mutually agreed by the parties, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The place of the arbitration shall be Los Angeles, California U.S.A. and the language shall be English.

25.0 LANGUAGE. All written communication/correspondence is to be in English.

26.0 ENVIRONMENTAL HEALTH AND SAFETY PERFORMANCE. Seller acknowledges and accepts full and sole responsibility to maintain an environment, health and safety management system ("EMS") appropriate for its business throughout the performance of this Agreement. Glenair expects that Seller's EMS will promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Seller shall not deliver Goods that contain any asbestos mineral fibers.

27.0 ACCEPTANCE AUTHORITY MEDIA (AAM). When Acceptance Authority Media (stamps, electronic signature, passwords etc.) are used by the Seller for product compliance, it shall be controlled to the extent necessary for traceability to authorized personnel, remain legible, safeguarded against unauthorized use, and capable of repossession for unauthorized and/or negligent use. The Seller shall, upon Glenair request, be able to demonstrate evidence of compliance and communication to its employees; use of AAM must be considered as a personal warranty of compliance and product conformity.

28.0 PERSONNEL AWARENESS. Seller acknowledges and accepts full and sole responsibility to maintain an environment that ensures the quality management system includes provisions for the awareness of all personnel for the following:

- Their contribution to product or service conformity,
- Their contribution to product safety,
- The importance of ethical behavior.

29.0 FEDERAL AVIATION ADMINISTRATION / PARTS MANUFACTURER APPROVAL (FAA-PMA). Unless explicit direction is given by Glenair to the contrary in writing, the goods (or constituent parts thereof) ordered by Glenair shall not contain any "Federal Aviation Administration - Parts Manufacturer Approval (FAA-PMA)" markings; this includes the accompanying paperwork (e.g., packages, shippers, Certificates of Conformance (C of C), etc.). Seller shall also flow this requirement to their sub-tier supply chain. Seller shall perform receiving inspection to ensure their supply chain's compliance with this requirement and final inspection to ensure product compliance prior to shipment.

30.0 MISCELLANEOUS. The provisions of this Agreement, together with any referenced exhibit, attachments or other provisions contained within the Purchase Order constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous written or oral agreements pertaining thereto. Any amendment to or variation of this Agreement shall only be effective if made in writing and signed by a duly authorized representative of the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect. The terms and conditions of this Agreement and/or Purchase Order that by their sense, context or nature are intended to survive the performance, termination or expiration of this Agreement and/or Purchase Order shall survive and continue in effect notwithstanding any such performance, termination or expiration. The remedies herein reserved to Glenair shall be cumulative and in additional to any other remedies provided in law or equity.



Supplier Requirements / Terms and Conditions

EXHIBIT A

The following Federal Acquisition Regulation (FAR), Department of Defense Federal Acquisition Regulation Supplement (DFARS) clauses and Code(s) of Federal Regulations ("CFR") are each incorporated herein by reference, with the same force and effect as if they were given in full text and are applicable to and made a part of this Purchase Order. In the below listed clauses, the term "Contractor" shall mean "Seller," the term "Contract" shall mean "Agreement" or "Purchase Order," and the term "Government Contracting Officer," or equivalent phrases, shall mean "Glenair." It is intended that these clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Glenair, to ensure Seller's obligations to Glenair and to the United States Government, and to enable Glenair to meet its obligations under its prime contract. Unless otherwise specified in the Purchase Order, the applicable revision of the following provisions shall be the latest revision available on the date the Purchase Order is executed. Seller agrees that upon the request of Glenair, it will negotiate in good faith with Glenair relative to amendments to this Agreement to incorporate additional provisions herein or to change provisions hereof, as Glenair may reasonably deem necessary to comply with the provisions of the applicable prime contract or with the provisions of amendments to such prime contract. In addition, Glenair may be required to flow down additional required clauses in future contracts, and Seller shall be bound thereby upon notice thereof. Seller shall flow-down, as required, all applicable FAR, DFARS and CFR clauses to its lower-tier suppliers/subcontractors.

The following FAR/DFARS/CFR Clauses apply regardless of dollar value of the Purchase Order:

52.202-1	Definitions
52.203-3	Gratuities
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items
52.217-9	Option to Extend the Term of the Contract
52-219-8	Utilization of Small Business Concerns
52.222-50	Combating Trafficking in Persons
52.222-54	Employment Eligibility Verification
52.222-55	Minimum Wages Under Executive Order 13658
52.222-62	Paid Sick Leave Under Executive Order 13706
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-18	Contractor Policy to Ban Text Messaging While Driving
52.225-1	Buy American Act – Supplies
52.225-13	Restriction on Certain Foreign Purchases
52.227-3	Patent Indemnity
52.244-6	Subcontracts for Commercial Items
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels

41 CFR 60-741.5	Affirmative Action for Workers with Disabilities

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements
252.204-7020 NIST SP 800-171 DoD Assessment Requirement
252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement

252.225-7007 Prohibition on Acquisition of Certain Items from Chinese Military Companies
252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten

252.227-7013 Rights in Technical Data – Noncommercial Items
252.227-7015 Technical Data – Commercial Items
252.244-7000 Subcontracts for Commercial Items and Commercial Components

The following FAR Clauses apply if the value of the Purchase Order equals or exceeds $3,500:
52.222-19 Child Labor – Cooperation with Authorities and Remedies
52.222-54 Employment Eligibility Verification

The following FAR Clause applies if the value of the Purchase Order equals or exceeds $10,000:
52.222-40 Notification of Employee Rights Under the National Labor Relations Act

The following FAR Clause applies if the value of the Purchase Order equals or exceeds $15,000:
52.222-36 Equal Opportunity for Workers with Disabilities

The following FAR Clause applies if the value of the Purchase Order equals or exceeds $35,000:
52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

Supplier Requirements / Terms and Conditions

APPENDIX – A: Quality Clauses

The following quality clauses apply when invoked on the face of the Purchase Order:

Q01 DISCREPANCIES. During the performance of the Purchase Order, any deviations noted from established drawings or specifications must be reported to Glenair's Buyer immediately. Material Review Board (MRB) authority is not delegated to the Seller. The Seller may request a deviation and/or clarification to a requirement using the form QCDF010. The Glenair Buyer will review the request and shall provide approval prior to completing work/delivery. No deviation will be considered approved without written confirmation of the fact. Under no circumstances are repairs to be undertaken without prior written approval. A copy of the approval shall be supplied with the shipment.

Q02 CORRECTIVE ACTION. Acceptance of this Purchase Order obligates Seller to perform, upon request, a written corrective action investigation when Glenair receives discrepant material. A corrective action report shall be furnished, within thirty (30) days, which is specific and conclusive to prevent a recurrence of the discrepancy.

Q03 SELLER CONTROLLED PARTS. Items purchased under this Purchase Order for which no Glenair drawing exists (being proprietary with Seller or under his design cognizance) will be accompanied on the initial shipment by a copy of Seller's drawing, specifications, catalog page, etc., to facilitate Glenair's Receiving Inspection. It is understood that data supplied is not expected to be of a sensitive proprietary type. Seller shall notify Glenair in writing of any changes proposed in product design, fabrication, methods, materials or processes of proprietary products, including those procured from secondary sources and/or included in assembled components as ordered, and shall obtain Glenair Buyer's approval prior to supplying such products under this order. In the event of approval, Seller shall identify those articles on which the change is incorporated.

Q04 GOVERNMENT SOURCE INSPECTION. Government Inspection is required prior to shipment from your facility. Upon receipt of this order, promptly notify the Government Representative who normally services your facility so that appropriate planning for Government Inspection can be accomplished. The Seller shall give a minimum of a 72-hour notice prior to required inspection. In the event the representative or office cannot be located, contact Glenair Buyer identified on this Purchase Order immediately. A reproducible copy of Government Source Inspection shall be submitted with each shipment.

Q05 GLENAIR SOURCE INSPECTION. Source Inspection shall be conducted by Glenair Quality Representative at Seller's facilities or where designated in the contract prior to shipment. Seller shall provide at least 3 days prior notice to Glenair's Buyer of date that acceptance is required. Where Seller causes Glenair's inspectors to make unnecessary trips due to erroneous information or repeatedly submits requests for inspection of material not in accordance with the specifications of this order, Glenair reserves the right to charge the cost of such trips to Seller. Acceptance of product at source is considered preliminary. Final acceptance will be at Glenair's facility or ultimate destination. Seller is required to provide all requisite equipment, records, reports, etc. to facilitate the work of Glenair's inspector, and to verify any physical or functional specifications as may be requested by the inspector during the inspection.

Q06 TESTING SYSTEM / SERVICES. Seller shall maintain testing competency in accordance with ISO 17025 or accredited thereto. If such accreditation is not present, Testing shall be performed only with instruments and tools calibrated with standards traceable to National Institute of Standards and

Technology where applicable, and traceability certifications shall be provided as part of the standard deliverables package for testing services. Test services and deliverables shall be subject to review by Glenair's Quality Assurance Representative.

Q07 QUALITY MANAGEMENT SYSTEM. Seller shall maintain a quality management system that complies with the latest version requirements of AS9100, ISO 9001, MIL-STD-790, NADCAP, ISO 17025, or TS16949, and is certified by a recognized certified accreditation body agency. Compliance with a recognized industry inspection system requirement (i.e. MIL-I-45208 or equivalent) is acceptable; subject to review and approval by a Glenair's Quality Assurance representative. Notwithstanding the provisions of this clause, the Seller is in no way relieved of the final responsibility for the supplies or services ordered.

Q08 CALIBRATION SYSTEM / SERVICES. Seller shall maintain a calibration system that is accredited to ISO 17025 requirements. If only ANSI/NCSL Z540 is applicable, the handbook shall be used as the interpretive guide. This system shall be subject to review by Glenair's Quality Assurance Representative. Seller of calibration services shall provide certification that such services were accomplished utilizing standards traceable to National Institute of Standards and Technology and accompanying data compliant to ISO 17025 shall be provided as standard deliverable of calibration services.

Q09 CERTIFICATE OF COMPLIANCE. Seller shall submit with each shipment a certificate by Seller's Quality Representative that the materials furnished to Glenair are in conformance with applicable requirements of the Agreement, drawings and specifications. The certificate shall be signed by the Quality Representative and include their name and title legibly printed on the certificate of compliance (C of C). Material/Processes that have been tested to a specification must reference that specification and any applicable Class, Grade, or method within the specification. This certificate shall also affirm that supporting documentation is on file with a reference back to Glenair PO# regardless of origin of paperwork and will be made available to Glenair or regulatory agencies upon request. Supporting documentation shall be maintained for a minimum of ten (10) years and remain legible, readily identifiable, retrievable and stored to prevent damage. The Seller shall inform Glenair before removing the records from retention, regardless of time. Expiration of records shall be disposed of by the Seller as such to render them unusable or unidentifiable unless otherwise specified by Glenair. An example of an acceptable statement of certification of conformance is as follows: "This is to certify that all items noted above are in conformance with the Purchase Order, Agreement, drawings, specification and other applicable documentation and that all process certifications, chemical and physical test reports required are on file at this facility and are available for review".

Q10 INSPECTION / TEST DATA. A copy of final inspection/test data for all units shall accompany shipments made against this order. Data sheets shall be identified with, as a minimum, Seller's name, Glenair Purchase Order Number, part number and revision level, and date of tests. Characteristics being tested shall be identified by name of test, applicable drawing or specification paragraph, inspection test limits, and method of testing along with results of the tests.

Q11 GLENAIR FIRST ARTICLE INSPECTION. Items produced under this purchase order are subject to the approval of a First Article sample at Glenair. Seller should deliver one sample, (or more as requested) which represents in all aspects, the items to be delivered, and await approval before shipping the remainder of the order. Manufacture of the remainder prior to the First Article Approval is at the risk of the Seller.

Q12 SELLER FIRST ARTICLE INSPECTION. The Seller shall create or select a first article inspection sample and perform a complete AS9102 First Article Inspection Report to all drawing requirements. The AS9102 First Article Inspection Report shall be submitted and approved by Quality Engineering prior to acceptance of Seller's product. The part the FAI was performed on shall be appropriately identified in the delivery.

Q13 ACCEPTANCE TEST PROCEDURE. Two copies of proposed Acceptance Inspection/Test Procedure for the inspection/test specified in the applicable specifications shall be submitted for Glenair's approval thirty (30) days prior to acceptance. The procedure format shall include the parameters to be measured, step by step method of test, test equipment required, and provisions for recording results in such a manner as to permit recording of each required performance in a clear and concise form. When these procedures refer to test fixtures for acceptance testing, a drawing or schematic of the test fixtures shall be supplied.

Q14 MERCURY EXCLUSION. Each shipment made against this Purchase Order must contain a statement certifying that the item(s) supplied contain no metallic mercury or mercury compounds, and that Seller has taken responsible steps to ensure that the item(s) are not contaminated with metallic mercury or mercury compounds. The certification shall reference order number, part number, description and quantity shipped.

Q15 PURE TIN EXCLUSION. Unalloyed or commercially pure tin or tin coatings shall not be used as a final finish without prior written approval from Glenair. Solderable component leads or surfaces (including wire) must meet the latest issue of the requirements for solderability per MIL-STD-202 Method 208 and/or ANSI/J-STD-002. Leads, pins and terminals of components or parts susceptible to oxidation shall be protected by adequate packaging to minimize oxidation during storage and shipment.

Q16 SPECIAL PROCESS. The Seller shall ensure that the following special processes performed by the supplier or their subcontractors, exception given to commercial, MIL-SPEC, and standard parts, are either approved by Glenair or accredited by the National Aerospace and Defense Contractors Accreditation Program (NADCAP):

- Chemical Processing,
- Coatings,
- Heat Treating,
- Welding.

Q17 SERIAL NUMBERS. Seller shall assign permanent, individual serial numbers to all items shipped under this Purchase Order. If Glenair elects to supply these numbers, they will be listed in the Procurement Documentation. The manner of affixing the serial numbers will also be specified in the Purchase Order or the Glenair drawing. Material certifications, analysis, test bars, samples, etc., shall be correlated with each serialized item.

Q18 LOT CONTROL. Seller shall assign a common lot control number to all items in a particular manufactured lot. For this clause, a lot is defined as a quantity that has been manufactured during an uninterrupted period by essentially the same personnel, following a standard process and using the same equipment/facility.

Q19 PRODUCTION TOOLING. Acceptance of production tooling on this Purchase Order shall be contingent on inspection and acceptance by Glenair. Representation of the applicable characteristics on each of the

samples produced from this tooling must conform to the dimensions and tolerances as specified on the applicable drawings and specifications. All hard tooling samples for first article inspection shall be accompanied by a first article inspection report and material certification, if the vendor is supplying the material.

Q20 CRITICAL MATERIALS. This Purchase Order covers the procurement of materials or parts that have been designated as "critical". As a result, the following special Quality Assurance Requirements must be strictly applied.

(a) Due to the critical application of this material, maximum confidence of material integrity and quality is necessary. Each shipment of material must be accompanied by two (2) legible and reproducible copies of certifications containing total and complete data, traceable to heat, lot or batch number. Traceability shall be achieved by a positive means of identifying material to its certification documentation.

(b) Material certifications shall be recorded on the testing company's letterhead and signed by a duly authorized representative of that company. Certifications supplied to Glenair shall be the original material certifications or exact copies thereof. Transcription of any data from any material certification to the letterhead of another supplier, subcontractor, etc. that did not actually perform the testing is expressly prohibited.

(c) Where the mechanical properties of the material have been altered by heat treatment or metal working processes, the mill certification, if furnished as evidence of material chemical composition, shall be accompanied by a certification which contains quantitative results of the mechanical test providing that the material supplied complies with the specification to which it was procured. The sole alternative permitted to such mill source and/or heat treatment of metal working facility certifications is a testing laboratory's quantitative chemical and mechanical test report, identifiable and traceable to the furnished deliverables.

(d) The above requirements shall be invoked by Seller upon all suppliers / subcontractors which process or supply material designated to be a critical item acquired under this Agreement.

Q21 REQUIRED TEST SPECIMANS.

(a) WELDMENT SAMPLES. With the initial shipment, Seller shall submit two (2) weldment samples representative of the welding performed on the items shipped and in accordance with the applicable specifications.

(b) TEST BARS. With each shipment, Seller shall submit one (1) raw disc representative of the entire heat or melt suitable for spectrographic test and two test bars from the melt, heat forging lot, etc. from which the items supplied came. Test bars shall be identified and correlated to certifications supplied with the shipment.

(c) TEST COUPONS Seller shall submit two (2) test coupons representative of the coating / finishing process performed on the items shipped and in accordance with the applicable specifications.

Q22 SHELF LIFE. Applies only to items of supply possessing deteriorative or unstable characteristics to the degree that a storage time must be assigned to ensure that it will perform satisfactorily in service. Expiration date is the date by which shelf-life items shall be discarded as no longer suitable for issue or use. The date will usually be computed by adding the shelf-life to the date manufactured, cured, packed, or assembled. Upon receipt, the shelf-life dated material shall have a minimum of 50% of the remaining shelf-life. **If the material does not have a defined shelf-life, this quality clause is not applicable and is self-deleting.** If the material has a defined shelf-life, the shelf-life information must be included with the material upon receipt. The preferred location for all information is the certificate of conformance and/or packing slip but may be located in an alternate location. The item, package, or container, in addition to

the CofC and/or packing slip, shall also be clearly labeled. The information shall include, but is not limited to:

a) Material identification requirements (name, part or code number, specification number, type, size, quantity, etc.),
b) Date of Manufacture or Cure (as applicable),
c) Date of Expiration (e.g.: 12 months from DOM or 12 months from date of receipt),
d) Batch or Lot Number,
e) Storage temperature (if applicable),
f) Special handling (if applicable).

Q23 ULTRASONIC INSPECTION. Seller shall perform ultrasonic inspection on all items in each shipment in accordance with the requirements of the latest issue of MIL-STD-271 and transmit a copy of the inspection report with the shipment. Glenair Buyer is to be notified immediately of any failures that are observed.

Q24 DYE PENETRANT INSPECTION. Seller shall perform dye penetrant inspection on all items in each shipment in accordance with the requirements of the latest revision of ASTM-E1417 or other applicable drawing requirements and transmit a copy of the inspection report with each shipment. Glenair Buyer is to be notified immediately of any failures that are observed.

Q25 CHEMICAL, PHYSICAL AND PROCESS REPORTS. Seller shall include with each shipment of parts/materials physical and chemical reports of analysis or tests conducted to assure raw materials delivered, or raw materials used in the parts delivered, conform to the specifications required by this purchase order. The raw material manufacturer's test report must state that the lot of material furnished has been tested, inspected, and found to be in compliance with the applicable material specifications. The test report will list the specifications, including revision numbers or letters, to which the material has been tested and/or inspected and the identification of the material lot to which it applies. Furthermore the seller shall mark the test report with traceability information (such as a vendors work order number, lot, heat lot, and/or material control or batch number) which can be linked to the Glenair PO Number regardless of the origin of the paperwork, and the reports must contain the signature and title of an authorized representative of the agency performing the tests. Additionally for Raw material Metals the chemical and physical test reports must indicate the country of origin / melt along with any processing certifications (plating, heat treating, welding etc.) identifiable with the material submitted. For Raw Material Rubber the test report, at a minimum, shall indicate tensile strength, elongation, tear strength, specific gravity, and hardness.

Q26 RADIOGRAPHIC INSPECTION. Seller shall supply radiographs with each shipment to Glenair in accordance with drawing requirements. Glenair Buyer is to be notified immediately of any failures that are observed.

Q27 MAGNETIC PARTICLE INSPECTION. Seller shall perform magnetic particle inspection on all items of each shipment in accordance with the requirements of the latest revision of ASTM-E1444 or other drawing requirements and transmit a copy of the inspection report with each shipment. The report shall reference Glenair's Purchase Order number, drawing number, (and/or Seller's drawing number), and state inspection findings by item – each of which shall be numbered on the report and correspondingly identified in the shipment by removable tags or other means of temporary identification. Glenair Buyer is to be notified immediately of any failures that are observed.

Q28 ELECTROSTATIC DISCHARGE. Electrostatic Discharge Protection shall be controlled for parts during receipt and through the manufacturing and inspection cycles, storage and shipping. Electrostatic Discharge Protection criteria, as a minimum, shall be in accordance with the latest version of MIL-STD-1686 or other applicable drawing requirements.

Q29 BLANKET ORDER. Seller is authorized to produce the entire quantity of this order in one lot. In consideration thereof, Seller agrees to hold this material at his facility and make shipments in accordance with the noted shipping schedule. Further, Seller agrees to invoice only for quantities shipped and only at the time of actual shipment. Subject unit price represents that price which is applicable to the total quantity of the order.

Q30 SAFETY REQUIREMENT. The Seller agrees to comply with the Glenair's safety regulations and standards as to material, tools, mechanical equipment, warning signs, barricades, etc. The Seller agrees to obtain clearance in writing from Glenair before performing any work on Glenair's premise under this order. Approval obtained on any other order shall not be valid for this order.

Q31 FLOW DOWN REQUIREMENTS. The Seller shall ensure that all applicable quality requirements specified in this purchase order, including key characteristics, special requirements, customer requirements, and regulatory requirements, are flowed down to their sub-tier suppliers and subcontractors.

Q32 DOMESTIC SPECIALTY MATERIALS. Seller warrants that any furnished non-COTS item containing specialty metals complies with DFAR 252.225-7009, section 225.7003 5(a)(2). Seller shall provide evidence of compliance, including flow down to all sub-tier suppliers, when requested by Glenair.

Q33 OVERSEAS DROP SHIP REQUIREMENTS. Each Drop Shipment overseas must include the Packing Slip, Invoice and Copy of actual Air Way Bill (AWB). In addition to including the documents with the shipment, please e-mail all the above to the appropriate Glenair Buyer.

Q34 SAMPLING PLAN REQUIREMENTS AND/OR OTHER SPC PROGRAMS. If sampling inspection is used as a means of acceptance, those plans shall be in accordance with ANSI Z1.4, MIL-STD-105, MIL-STD-1916 or AS9138 for the sample size, however, utilize C=0, Accept on Zero and Reject on One for the identified dimensions as applicable. For variable data those plans shall be in accordance with ANSI Z1.9. Key Characteristics (KCs) shall be 100% inspected. The results in the form of variable data (actual measurements) of these inspections shall be recorded. In lieu of this inspection, KCs may be controlled as defined in SAE AS9103, Variation Management of Key Characteristics, or equivalent document. Note: Documented procedures shall be established and maintained to implement and control the application of these statistical techniques and / or sampling plans. If the Seller does not have a defined nor documented sampling plan, then product acceptance inspection must be 100% and recorded for all characteristics by Seller. When Glenair drawing, specification, and/or purchase order, includes "key characteristic" requirements, the supplier shall employ a Process Statistical Process Control (SPC) program compliant with AS9103, Variation Management of Key Characteristics. SPC related records shall be retained at supplier's facility and provided to Glenair, upon request, for compliance review.

Q35 MATERIAL SAFETY DATA SHEETS (MSDS). MSDS shall be included in each shipment of materials or chemicals that contain hazardous materials or require special attention for safe handling.

Q36 TRACEABILITY. All items supplied under this Purchase Order shall be traceable to the raw materials used. If not supplied with the material, the information shall be made available to Glenair upon request.

Q37 FOREIGN OBJECT DAMAGE (FOD) PREVENTION. The Seller shall maintain a FOD control program, as defined in AS9146, assuring work is accomplished in a manner preventing foreign objects or material from entering and remaining in deliverable items. Maintenance of the work area and control of tools, parts and material shall preclude the risk of FOD incidents. Prior to closing inaccessible or obscured areas and compartments during assembly, the Seller shall inspect for foreign objects/materials. The Seller shall document and investigate all FOD incidents, assuring elimination of the root cause.

Q38 FACILITY RELOCATION / PROCESS CHANGE NOTIFICATION. Seller shall not change any processes or relocate any Glenair approved production, manufacturing, and/or processing facilities during performance of the work specified in the Purchase Order. Glenair shall be notified in writing of any such intended changes prior to performance against the Purchase Order and afforded an opportunity to examine and approve changes for compliance with quality requirements. If a specific test facility was previously approved by Glenair as provided for in the Purchase Order, Seller shall not change a test facility, nor use another test facility to meet specification/drawing requirements without prior written approval from Glenair. Seller shall also notify Glenair in writing when a significant change in management or ownership has occurred.

Q39 ROHS COMPLIANCE. If required by Glenair, seller shall provide information regarding RoHS compliance. The Restriction of the Use of Certain Hazardous Substances (RoHS) Directive, 2002/95/EC, 2011/65/EU, with Amendment 2015/863, was enacted by the European Community to minimize the impact of end-of-life electrical and electronic equipment on the environment. The Directive restricts the use of certain substances above specified amounts in electrical and electronic products. Seller may be requested to provide information on the RoHS compliance status, along with any exemptions used, on the items supplied under this Purchase Order, and to confirm, as needed, part compliance, process compatibility, and traceability. The identification scheme employed must clearly differentiate compliant parts from non- compliant parts.

Q40 COUNTERFEIT PART PREVENTION.

(a) In addition to Seller's other warranties, Seller warrants that the Work delivered under this Agreement shall: (i) be new; (ii) be and only contain materials obtained directly from an Original Material Manufacturer (OMM), Original Component Manufacturer (OCM) or Original Equipment Manufacturer (OEM), (collectively, hereinafter, the "Original Manufacturer" or "OM") or an authorized OM reseller or distributor (collectively, an "Authorized Distributor"); and (iii) not be or contain Counterfeit Work or Suspect Counterfeit Work (as defined below). For the purposes of this clause, "Work" consists of those parts delivered under this Agreement that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the OM or an Authorized Distributor. Unlawful or unauthorized substitution includes used parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair but is altered and misrepresented as acceptable. A "Suspect Counterfeit Work" means a Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work is authentic.

(b) Seller shall not deliver Counterfeit Work or Suspect Counterfeit Work to Glenair under this Agreement. All Work delivered under this Agreement shall be authentic and traceable to the OM and shall not be acquired from independent distributors or brokers unless approved in advance in writing by Glenair.

(c) Seller shall immediately notify Glenair with the pertinent facts if Seller becomes aware or suspects that it has furnished Counterfeit Work and/or Suspect Work in any form. When requested by Glenair, Seller shall provide OM documentation that authenticates the traceability of the Work in question and a certificate of conformance evidencing compliance with the requirements of this Agreement.

(d) If Work delivered under this Agreement constitutes or includes Counterfeit Work or Suspect Counterfeit Work, Seller shall, at its sole cost and expense, promptly replace such Counterfeit Work or Suspect Counterfeit Work with genuine Work conforming to the requirements of this Agreement. Notwithstanding any other provision in this Agreement, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Glenair costs of removing Counterfeit Work or Suspect Counterfeit Work, of reinserting replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work or Suspect Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Glenair may have at law, equity or under other provisions of this Agreement.

(e) Seller further warrants that it has and shall maintain a Counterfeit Work risk mitigation processes, internally and with its subcontractors, consistent with the requirements of SAE AS5553, AS6174 and DFARS 252.246-7007 in effect on the date of this Agreement, which are incorporated in this paragraph by reference. Glenair shall have the right to audit, inspect, and/or approve such processes at any time before or after delivery of the Work ordered hereunder. Seller shall provide evidence of the Seller's risk mitigation processes to Glenair upon request. Glenair shall have the right to require changes to the processes to conform to Glenair's defined standards, if any. Failure of the Seller or any of its subcontractors to conform to the above process specifications and provisions may result in the termination of this Agreement.

(f) Seller and Seller's subcontractors that are allowed access to the US Government Industry Data Exchange Program (GIDEP) shall participate in monitoring GIDEP reports and Seller shall act on GIDEP reports that affect the Work delivered to Glenair under this Agreement. Seller shall immediately notify Glenair with the pertinent facts if Seller becomes aware of or suspects that the Work delivered under this Agreement are, or contain, Counterfeit Work or Suspect Counterfeit Work. If the Work delivered hereunder is discovered to be a Counterfeit Work or Suspect Counterfeit Work, Glenair shall have the right to quarantine such Counterfeit Work or Suspect Counterfeit Work for further investigation. Glenair's investigation may include the participation of third parties or governmental investigative agencies as required by law or regulations, by Glenair's customer, or by Glenair, in its sole discretion. Seller, at its expense, shall provide reasonable cooperation to Glenair in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Agreement. Glenair shall not be required to return the Work during the investigation process and thereafter if not found to be authentic. Glenair shall not be liable for payment to Seller of the price of any Counterfeit Work or Suspect Counterfeit Work until determined to be authentic. If Glenair determines in its sole discretion that there is credible evidence that the Work delivered under this Agreement constitutes a Counterfeit Work or Suspect Counterfeit Work, Seller, or its subcontractor, shall, if directed by Glenair to do so, issue a GIDEP alert and shall ensure Counterfeit Work or Suspect Counterfeit Work are not delivered to Glenair. Glenair reserves its right to issue its own GIDEP

alert if Glenair concludes, in its sole estimation, that the Work is a Counterfeit Work or Suspect Counterfeit Work.

(g) This clause applies in addition to any quality provision, specification, statement of work or other provision included in this Agreement addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.

(h) Seller shall include the substance of this clause, including this flowdown requirement, in all subcontracts awarded by Seller for Work under this Agreement.

Q41 DODD-FRANK COMPLIANCE (CONFLICT MINERALS). The term "Conflict Minerals" is defined as minerals derived from ores mined in the Democratic Republic of the Congo (DRC) or adjoining countries and which directly or indirectly finance, or benefit armed groups in that region. These minerals are gold (Au), tantalum (Ta) from columbite- tantalite, tin (Sn) from cassiterite, and tungsten (W) from wolframite.

a) The Seller has performed due diligence and will provide information relating to the presence or non-presence of "DRC Conflict Minerals" in the product being provided and;

b) The Seller shall submit with each shipment*:

1) a statement that Seller has taken reasonable steps to ensure that the product being provided does not contain "DRC Conflict Minerals" and

2) the name of the country of origin and the name of the smelter, if known, and

3) a certificate that the materials furnished to Glenair are in conformance with DODD-FRANK FINANCIAL REFORM BILL ACT (SECTION 1502); US LAW 111-203. TITLE XV, or a statement confirming the Seller has performed due diligence and therefore knows minerals did not originate in covered countries or has no reason to believe minerals may have originated in covered countries.

This certificate or statement shall also affirm that supporting documentation is on file and will be made available to Glenair or regulatory agencies upon request. Supporting documentation shall be maintained for a minimum of ten (10) years and remain legible, readily identifiable, retrievable and stored to prevent damage. The certification or statement shall reference the metal, Glenair purchase order number, Glenair part number, description and quantity shipped. This per-shipment requirement for a certificate or statement can be fulfilled by the Seller referring Glenair to the Manufacturer's certificate or statement.

Q42 UTAS ASQR-01 AEROSPACE SUPPLIER QUALITY REQUIREMENTS. In addition to the requirements defined in Q07, the Seller shall comply with the issue in effect on the date of the purchase order the ASQR-01 quality requirements as they would apply to the product, process or service provided to Glenair Inc. A copy of the ASQR-01 document may be downloaded from the following website: https://www.rtx.com/suppliers/United-Technologies-Suppliers/United-Technologies-ASQRD. Seller is responsible for compliance to this quality standard and shall flow down this requirement to all subcontractors.

Q43 OZONE DEPLETING SUBSTANCE (ODS). ODS may not be used in the processing, manufacturing, or incorporation of any items delivered by the Seller under this Purchase Order. If any products require the use of any ODS, the Seller shall notify the Glenair buyer in writing requesting approval prior to use or incorporation. This requirement shall be flowed down by the Seller to all sub-tier suppliers or processors utilized in the production of this Purchase Order.

Q44 REACH COMPLIANCE. If work delivered by Seller under this Purchase Order will be incorporated into deliverable goods for use in the European Economic Area, Seller may be required to provide information regarding REACH compliance. The regulation for the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) was enacted by the European Union to limit the import and use of

hazardous chemicals in manufacturing. REACH consists of 3 lists: Restriction (Annex XVII), Authorization (Annex XIV), and Substances of Very High Concern (SVHCs). Each list has a different restriction concentration and criteria. Seller shall report any substances above the restricted concentration found in the products under this Purchase Order. A substance declaration or a brief statement on the Certificate of Conformance verifying the use of any REACH substances above the restricted concentration on this Purchase Order can be used to satisfy this requirement. Glenair, at its discretion, may request for more information to confirm part compliance, process compatibility, and traceability. The lists are updated semiannually and can be found on the ECHA website.

Q45 GLENAIR SUPPLIED COMPONENT PARTS OR RAW MATERIAL. When applicable or required, Glenair Production may furnish component Part(s) or supply raw material to a vendor, the applicable job number and / or purchase order number must be referenced on the Glenair purchase order for traceability purposes. The vendor shall acknowledge the Glenair furnished component part(s) or supplied raw material by referencing the applicable job number and / or purchase order on their packing slip and / or C of C. This requirement shall be flowed down by the Seller to all sub-tier suppliers or processors utilized in the production, fabrication or assembly involving this purchase order.

Q46 PRODUCT DELIVERY AND PACKAGING. The Supplier must ensure that all items are packaged and preserved adequately to guarantee that the hardware is delivered to Glenair undamaged and free of any natural process damage (such as but not limited to corrosion). Unless otherwise specified, all hardware shall be packaged and preserved in accordance with the drawing, applicable specifications, or purchase order requirements. If there is no drawing or specification requirement, hardware should be packaged and identified in accordance with Aerospace Industry Standards (ASTM-D3951-98 and MIL-STD-2073). Bulk Items (such as, but not limited to: Contacts), shall be packaged per Glenair's specification "GPS 234 – Vendor Bulk Packaging Requirements".

GPS233

Vendor Packaging Label Requirements – Fields and Template Options

Revision	Description of Change	Author	Date
A	Preliminary Release	C. Mettler	5/24/2021

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1. Scope

1.1 This specification covers the information Glenair is requesting be included on all vendor/supplier labels along with optional templates and examples.

2. Applicable Documents/Specifications

Reserved

3. Requirements

3.1 Outer Shipping Box Label will include: Glenair Part Number, PO/Line Item, and Packing Slip Number with relevant barcodes

3.2 Outer Shipping Box Label will list: Deliver To [Glenair Employee Name], Box X of X, and Qty fields.

3.3 Inner packaging label will include: Glenair Part Number, PO/Line Item, and Packing Slip Number with relevant barcodes

3.4 Inner packaging label will also list: Deliver To [Glenair Employee Name] and Qty fields. Optional listed fields include Batch/Lot and Expiration Date

Example of Outer Shipping Box Label:



Example of Inner Packaging Label:

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GLENAIR INC.
GL PN: 88T-18068-1
PO/LINE: S200521-01
PACK SLIP: 558893489
DEL TO: *[EMPLOYEE NAME]* QTY:
BATCH/LOT: EXP DATE:

4. Approved Labels and Barcodes

4.1 Labels should be standard sizes including, but not limited to 2” x 3” and 3” x 4”

4.2 Barcodes must be compatible with Scanner Codes 3 of 9 and 128

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GPS234

Vendor Bulk Packaging Requirements

Revision	Description of Change	Author	Date
A	Initial Release	JHSIUNG	2/1/2021
B	See DCN 88956	JHSIUNG	11/1/2021
C	See DCN101086	JHSIUNG	7/1/2024

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1. Scope

1.1 This specification covers the requirement of packaging large quantities into primary and secondary packages when shipping in bulk.

2. Definitions

Primary Packaging: Defined as the material that first envelops the product and holds it. This usually is the smallest unit of distribution for use and is the package which is in direct contact with the contents.

Secondary Packaging: Outside the primary packaging and may be used to group primary packages together

Reel: Usually of multipiece construction with minimum flange diameter of 12 inches and maximum flange diameter of 108 inches.

Spool: Usually of either one-piece of multipiece construction with maximum flange diameter of 12 inches. Gross weight usually does not exceed 25 lbs.

3. Requirements

3.1 Primary Packaging

3.1.1 Contacts

Where possible, the smallest unit of distribution shall be based on the type of contact (i.e. right angle) and gage (i.e. #23, #8) as shown below. Non-right angle contacts should follow the "DEFAULT" column (e.g. crimp, PC tail, solder cup, etc …). At the vendor's discretion, quantities can be less than the values in the table below based upon PO quantities, best practice, or other considerations.

Contact Gage	DEFAULT	RIGHT ANGLE
#23	3,000	1,000
#22	3,000	1,000
#20	3,000	1,000
#16	2,500	500
#12	2,500	500
#8	3,000	500

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3.1.2 Connectors

Pink poly, pink foam, or other amine-based products are prohibited as primary packaging material. Packaging material shall not leach chemicals, leave residues, or otherwise contaminate parts or assemblies.

3.1.3 Reserved

3.1.4 Reserved

3.1.5 Reserved

3.2 Secondary Packaging

Secondary packaging is at the vendor's discretion except for the product listed below.

3.2.1 Electrical Cable, Cord, and Wire

When reels / spools are shipped on a pallet, the following details apply:

- Flanges up (see Figure 1)
- Wrapped with adequate protection
- Include sample piece of at least 6 inches outside the spool

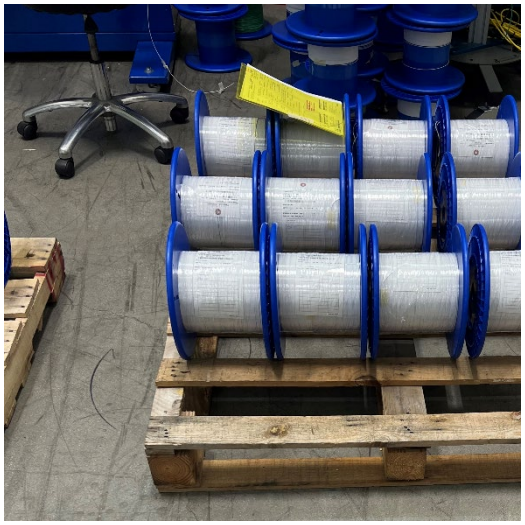


Figure 1: Typical configuration for palletized reels / spools

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3.3 Labeling

Where possible, labeling of primary packaging shall be in accordance with GPS233 Inner Packaging Label requirements.

Labeling of secondary packaging is at the vendor's discretion.

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