

Purchase Order Terms & Conditions

In accepting this Purchase Order, Seller agrees to the following terms and conditions. Any deviation must be requested in writing by the seller and approved in writing by an authorized agent of M3 Technology. Unless otherwise noted, the laws of the State of New York shall govern this order, and these terms will remain in force unless otherwise superseded. The Seller agrees that these terms will take precedence over any other terms and conditions, unless agreed to in writing by the Buyer.

The Required certifications for the product are noted on the Purchase Order itself, noted by a two letter code as follows:

- FN = FULL MFG CERTS
- NE = VENDOR C OF C
- NS = VENDOR C OF C
- OH = REPAIR RECORDS FROM CERTIFIED STATION
- SV = AIRWORTHINESS CERT
- AR = VENDOR C OF C

Additional documentation requirements will be noted on the order as needed, and failure to receive the specified documents will result in rejection. Unless otherwise noted, M3 Technology will accept only new and unused material. Refurbished and overhauled items may only be supplied with the applicable approvals noted, and certified by the appropriate agency. Newly manufactured product must ship in the manufacturer's original packaging. M3 Technology's Purchase Order must be noted on the outside of packaging material.

- As noted in Purchase Order, Supplier will meet all applicable requirements (including but not limited to Quantity, Cost, Date Codes, Terms and Shipping Method).
- All packaging shall be adequate to prevent damage to the ordered product and ensure that it arrives at Buyer's Facility in conformance with all requirements. Seller agrees to meet in full all packaging requirements specified on M3 Technology' Purchase Order, these terms, or noted in the product specifications.
- Failure to ship by the specified date may result in order cancellation.
- All rejections and supplier-caused cancellations will be subject to a full refund of all costs associated, including but not limited to:
 - Product cost
 - Shipping and Handling Cost
 - Rework Fees imposed by M3 Technology, its customers or end users
 - Applicable Fines, Fees, and other obligations for which the supplier is liable
 - Any other costs incurred by Buyer in performance of the Purchase Order and the associated work by M3 Technology, its customers or end users
- Any RMA or return instructions must be disclosed at time of order.

- If shipment exceeds 50 pounds contact M3 Technology for shipping instructions. Failure to do so will result in responsibility for shipping cost, including any and all damages due to shipping.
- Provide a copy of any and all manufacturer labels with the shipment.
- Provide pictures of product and packaging and shipping material prior to shipment for review and approval by M3 Technology. Failure to do so may result in rejection of product and is cause for a refund of any costs associated, including shipping and handling.
- Limited shelf life items must have at least 85 % of remaining shelf life at time of delivery or stated due date, whichever is later. Any rejection of chemical or other hazardous items which are subject to shipping restrictions may be scrapped on-site by M3 Technology or its customer at Buyers sole discretion.
- Seller agrees to meet in full, all applicable requirements stated on the order, and that these terms and conditions supersede and replace any previous agreement between the parties. This includes a commitment to meet in full the price, quantity, delivery and other factors specified on the Purchase Order or other applicable documents.
- M3 Technology reserves the right to reject product which was damaged, or appears to have been damaged in shipping, and supplier agrees to replace such damaged goods in full and at no additional expense, and will refund any and all costs associated with shipping the product. The clause will prevail and endure even if the product has been received and packaging opened. In the event replacement is not possible, Seller will provide a full refund of all costs associated with the product, shipping, and handling including disposal and other fees.
- The processes, products and services are defined in the purchase order and must be met in full, in accordance with any applicable specifications, drawings, process requirements, work instructions, or other directions or instructions. Unless otherwise noted, all product should be provided to the latest revision, and must have been produced within 3 years of date of order. Acceptance of any product not meeting these requirements must be in writing by M3 Technology prior to delivery. Failure to provide compliant product will result in rejection and return at seller's expense.
- Acceptance of product by buyer is conditional on approval through inspection by M3 Technology and/or its customers within 30 days of receipt and may include:
 - Dimensional and Functional Test and Inspection
 - Non Destructive Testing
 - Analysis of certifications, test reports, and other materials used as evidence of product conformance.
- Specific methods of product acceptance may be noted in the Purchase Order. Their absence does not absolve the seller of its responsibility to meet the product requirements prior to product release and acceptance by buyer.
- Seller agrees that all personnel involved in the manufacture, production, or supply of product are adequately trained in all applicable processes necessary for safe and conforming action.
- All communication between the buyer and seller related to product performance and/or conformance, along with deviations from these and other stated conditions will be in writing between M3 Technology authorized personnel and a designated representative of the supplier. No deviation from these terms or the conditions of the Purchase Order will be accepted without explicit written approval of M3 Technology authorized personnel.

- Supplier agrees to monitoring and evaluation at the buyer's discretion. Supplier agrees to support all efforts necessary to ensure that the following conditions are met, and will agree to observation of the following condition and others as they may be needed:
 - Commitment to meet on-time delivery requirements
 - Commitment to meet quality and product conformance requirements
 - Commitment to provide a level of customer service to M3 Technology necessary to meet all requirements
 - M3 Technology, its customers, end users, and applicable regulatory agencies reserve the right to perform inspections at all points of the supply chain and production effort to ensure conformance with all applicable terms and conditions. This can include direct on-site visits and supervision, phone conferences, surveys, and questionnaires as needed.
- Supplier agrees that product to be delivered will meet all applicable requirements, and will provide evidence as needed to support testing, inspection, and verification activities. This can include but is not limited to raw material, process, and manufacturing certifications, test and inspection results, and other evidence of documented activities as needed. The specific requirements are listed on the purchase order, but unless otherwise noted, M3 Technology requires full supply chain traceability for all product. Failure to provide the same may be a basis for product rejection.
- If any statistical techniques are utilized for product acceptance, they must be to a recognized standard, and that standard must be referenced on all applicable documents submitted as evidence of product conformity.
- The Seller agrees that it has:
 - Established a quality system. If that system is not equivalent or superior to an ISO 9001 Based System, Supplier will provide a copy of its quality manual and procedures to Buyer for review and approval.
 - Only M3 and customer/end user approved sources will be utilized. It is seller's responsibility to ensure that all source, including those involved in special processes and other activities are acceptance and approved for the work contemplated.
 - In the event nonconforming product or process are detected, Seller will immediately notify buyer, including events where the nonconformance is detected after delivery of product.
 - Established, implemented and maintains a system to prevent the use and proliferation of suspect unapproved, unauthorized, or counterfeit parts. Any suspect counterfeit material will be quarantined for disposition and will be reported to GIDEP and other applicable sources at the sole discretion of M3 Technology and its customers. Pending instructions from the applicable design authority and/or regulatory authority, know counterfeit material will not be returned or re-entered into the supply chain, and may be subject to scrap. Such scrap any other disposition will not absolve Seller of the other requirements listed here, and will be subject to a full refund of all costs associated with product, shipping, handling, and disposition. The system to prevent the supply of counterfeit and/or unapproved material will meet in full the requirement of the latest revision of AS5553, AS6081 and/or AS6174 as applicable.
 - A system to provide notification to M3 Technology in the event seller makes changes to processes, products, services, or use of new external providers, or location of manufacture. Unless otherwise noted on the Purchase Order, only material of US Origin will be accepted by Buyer. If material of non-US origin is to be provided, seller agrees to provide the Country of Origin prior to acceptance of order, and understands that this may be subject to rejection or

adjustment by the buyer. Seller shall likewise notify M3 Technology if it detects product nonconformity in any lot or batch from which product has been sold to buyer. Any ambiguities regarding product identification or specifications must be reported immediately to buyer and resolved prior to the start or resumption of production or delivery activities.

- Accepted all customer and regulatory requirements as noted on the order. At a minimum, Supplier agrees to adhere to the FAR, DFAR, EAR, and ITAR regulations as they apply to this order. Specific requirements may be noted on the order itself.
- When available, seller will provide notice to buyer if the parts are controlled for export, hazardous shipping restrictions, or any other issue that might cause delay in delivery, or prevent M3 Technology from supplying the parts to its customer.
 - When available, seller will provide the ECCN or USML Category and Schedule B number to buyer.
 - If material is subject to Transportation restrictions, a copy of the MSDS sheet or equivalent information will be provided prior to shipment.
- Agreed to provide a certificate of conformity, applicable test reports, and/or authorized release certificate in compliance with the documented requirements on the order.
- A system in place to ensure the retention of all information related to this order for a minimum of 10 years, unless a longer retention rate is specifically agreed to.
- A program to manage and prevent damage from Foreign Objects Debris (FOD) equivalent to AS 6174 or other approved standard.
- M3 Technology, its customers, end users, and regulatory authorities reserve the right of access to all applicable areas of facilities and documented information at all levels of the supply chain involved in the fulfillment of this order.
- Supplier agrees that it has communicated the importance of the following to its employees, sub-tier suppliers, and others involved in the fulfillment of this order:
 - Their contribution to product or service conformity
 - Their contribution to product safety
 - The importance of ethical behavior
- Unless otherwise noted, material produced in China is prohibited and will not be accepted. Additional restrictions may apply as noted by any DFAR and other regulations cited.
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the buyer, to any person for influencing or attempting to influence an officer or employee of any M3 Technology, an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, or modification of any Federal contract, grant, loan, or cooperative agreement.
- Supplier will flow down all applicable requirements to sub-tier suppliers involved in the fulfillment of this order.