



VENDOR TERMS & CONDITIONS

1. PURPOSE

- This document is managed by the Quality group and establishes requirements and expectations applicable to items ordered under a Purchase Order, of which this, incorporated by reference is a part, to assure contract flow down, quality, and reliability.
- The General Requirements included herein for product assurance are applicable unless expressly excluded in the Purchase Order.

2. DEFINITIONS

A. Purchase Order (P.O.) -The Purchase Order, subcontract, Letter of Agreement, Letter of Intent or other written agreement with the Supplier

B. Eagle Components, Inc (Eagle Components) - The legal entity issuing the Purchase Order.

C. Supplier - The legal entity that is the contracting party with Eagle Components with respect to the Purchase Order.

D. Repair - The subjection of nonconforming material to an approved process designed to reduce but not completely eliminate the nonconformance. The purpose of repair is to bring nonconforming material into an acceptable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to the applicable drawings, specification, or contract requirements, but does meet intended function(s).

E. Rework - The reprocessing of nonconforming material to make it conform completely to the drawing specifications or contract requirements.

F. COTS - Commercial off-the-shelf hardware that is ready-made and available for sale to the general public that includes MIL Spec hardware, fittings, etc.

G. First Point of Contact - The first point of contact for any questions or concerns the Supplier may have will be the Buyer or Eagle Components Purchasing Representative.

H. Alpha Revision - An alpha revision is a sequential capital letter, starting with the letter "NC", then "A", "B", etc., appearing in the revision block of a drawing indicating a change to a previously issued drawing.

I. Special Processes - Those processes which cannot be verified by Eagle Components prior to installation or delivery. In these processes, defects become apparent after the product is in service. Typically, these processes can only be tested or inspected by destructive testing. Examples include but are not limited to: Welding, brazing, plating, heat treating, non-destructive testing, etc.

3. GENERAL REQUIREMENTS

Unless otherwise specified in the Purchase Order, the following general requirements shall apply:

A. PROHIBITED PRACTICES

Unauthorized Repairs: Without Buyer's prior written approval, Supplier shall not supply any repaired parts, parts damaged or found to be faulty during fabrication.

Change in Approved Processes, Materials or Procedures: Supplier shall not change any process, material or procedure without prior written approval if such process, samples, material or procedure was specified or originally subject to approval by Eagle Components.

Improper Re-submittal: Articles rejected by Eagle Components and subsequently resubmitted to Eagle Components shall be clearly and properly identified as resubmitted articles. Supplier's shipping document shall contain a statement that articles are replacement or reworked articles and shall also refer to the Eagle Components rejection document.

Notification of Facility Change: Suppliers are prohibited from relocating any production, manufacturing, and/or processing facilities or tooling during performance of an Eagle Components Purchase Order without prior notification to Eagle Components. This is necessary to afford Eagle Components an opportunity to examine such facilities for compliance with Quality Assurance requirements, including any necessary approvals.

B. ORDER OF PRECEDENCE FOR TECHNICAL DOCUMENTS

In the event of a conflict in requirements between technical documents, the following order of precedence shall prevail:

1. Purchase Order/Contract
2. Drawings
3. Specifications cited on the drawings

Note: Contact the Eagle Components authorized Buyer or Purchasing Representative regarding any questions or concerns. The Configuration Requirements specified in the Purchase Order will contain applicable drawing, associated revision levels and supplemental drawing data.

C. DOCUMENTATION

Eagle Components may refuse to accept items delivered under the Purchase Order if the Supplier fails to submit required documentation, e.g. test data, certificate of origin or inspection reports, as specified in the Purchase Order. A hard copy of all required documentation shall be sent with each shipment.

D. RESPONSIBILITY FOR CONFORMANCE

Neither surveillance, inspection and/or tests made by Eagle Components or its representatives at either the Supplier's or Buyer's facility nor the Supplier's compliance with all applicable Product Assurance Requirements shall relieve the Supplier of the responsibility to furnish items which conform to the requirements of the Purchase Order.

E. LOT SAMPLING

Eagle Components reserves the right to use the latest ANSI/ASQ Z1.4 or other appropriate sampling plan based on $c=0$ for the acceptance or rejection of product. If the Supplier uses the latest ANSI/ASQ Z1.4 or other appropriate sampling plan and the sample contains rejected items, the Supplier must perform 100% inspection for the rejected feature or parameter to ensure that zero defects are present. All sampling plans must be based on $c=0$. Rejection of a lot shall constitute 100% inspection of product for any non-conformances.

F. CERTIFICATE OF CONFORMANCE

The Supplier shall provide a Certificate of Conformance that certifies all materials and processes (plating, heat treatment, etching, painting, etc.) supplied are in accordance with Eagle Components Purchase Order requirements. The Certificate shall indicate, at a minimum, the following: part number, revision, lot code, serial number (if applicable), Purchase Order number, quantity, and relevant specifications. If the shipment contains multiple processed lots/batches/date codes, then each processed lot/batch/date code must be represented on the Certificate of Conformance, along with their respective quantities. This document shall be signed and dated by the Supplier's Quality Assurance or Management Representative. Certification packages shall be included in the box with their respective parts.

G. REVISION CONTROL

Industry standard specifications noted on the purchase order or drawing shall be per the latest revision unless otherwise specified.

H. ACCESS TO SUPPLIER AND SUB-TIER FACILITIES

The Supplier shall grant Eagle Components, its customers, and/or any regulatory authority's right of access to the applicable areas of all facilities at any level of the supply chain involved in the Purchase Order and to all applicable records & processes used to manufacture parts for the PO. This shall also include the right to conduct a survey, audit, and/or assessment of the Supplier's facility and the Supplier's sub-tier Suppliers to determine their capability to comply with requirements.

I. IDENTIFICATION / MARKING

The Supplier shall identify all (non-COTS) items, parts, components, subassemblies and/or assemblies with the appropriate part number and revision level as noted on the part drawing or as otherwise specified by the Eagle Components Purchase Order. Unless otherwise specified by drawing or purchase order, parts and/or materials that are not suitable for marking due to size and/or configuration may be identified using the bag and tag methods outlined in SAE AS478 or equivalent.

J. CORRECTIVE ACTION REQUESTS

When a quality discrepancy exists, Eagle Components may request corrective action from the Supplier. Such request shall be responded to in the specified time and shall include the following information:

- Containment Actions Taken
- Analysis of the root cause of the problem
- Statement of the action taken
- Effectiveness of the action
- Copies of supporting documentation

When a formal Supplier Corrective Action Request (SCAR) is submitted to the Supplier, the Supplier shall use Eagle Components form as submitted. Supporting documentation is to be part of the SCAR's response. Alternate corrective action formats may be acceptable if previously approved by Eagle Components Quality Manager.

K. ESD CONTROL PROGRAM

If any items to be delivered under the Purchase Order are electrostatic discharge sensitive (ESDS), the Supplier must have an ESD control program that precludes ESD damage during all phases of fabrication, testing, handling, storage, and packaging for delivery. Nonmanufacturing Distributors shall handle, store, package and identify such items under an ESD control program which ensures continuation of the manufacturer's ESD control program. Shipping containers and packing slips shall have prominent marking/identification which identifies contents as ESD sensitive.

L. QUALITY SYSTEM

The Supplier must be able to maintain a Quality System that meets or exceeds industry standards and ensures adequate product conformance and appropriate objective evidence to meet normal business responsibilities. It is preferable that Suppliers are able to maintain a Quality System that meets or exceeds ISO 9001(current revision) or AS9100 (current revision). The Supplier shall notify Buyer within two working days if any ISO, AS, or NADCAP certifications are revoked or suspended. Notification of certification upgrade is mandatory.

M. DELIVERY SCHEDULES / DELAY OF DELIVERY

Supplier shall meet all scheduled delivery dates as specified on the Eagle Components Purchase Order. If Supplier becomes aware of any circumstances that are likely to give rise to a delay in promised delivery date, the Supplier shall immediately notify Buyer, in writing, stating the reason for the delay and the new time for delivery. For overseas products, this notification should be given no later than 45 days before the promised date. For all other products, notification should be provided no later than 48 hours before the promised date. The Supplier shall seek authorization from Eagle Components if they wish to deliver any parts more than five days earlier than the promised delivery date. Shipments received earlier than five days before (unless authorized on the Purchase Order) or more than three days after the promised delivery date will have a negative effect on the Supplier's performance rating, which will be reflected on their Supplier Rating. In case of delay in delivery without proper notification, Eagle Components reserves the right to cancel the Purchase Order without liability to Eagle Components or any other third party.

N. PACKAGING / HANDLING / PRESERVATION / SHIPMENT

All items delivered on this order must be adequately preserved, packaged, handled, and contained to prevent deterioration and damage during shipment. The shipping method should ensure safe arrival at destination in accordance with best commercial practices unless special packaging and shipping instructions are specified by Purchase Order, drawing, or specification. Special packaging/handling instructions may include, but are not limited to, unique marking requirements, special material traceability or use of custom or reusable containers. If the shipment contains multiple processed lots/batches/date codes, then each processed lot/batch/date code must be segregated and clearly identified to maintain complete traceability in each shipment.

O. CONTROL OF NONCONFORMING PRODUCT

The Supplier shall provide prompt written notification to Eagle Components when nonconforming material or products affecting a drawing, Purchase Order or specification requirement issues are discovered. The email address for submittal is sales@eaglecomponents.com. The Supplier shall not ship such nonconforming material or product until authorization to ship in the form of a written response from Eagle Components. Upon authorization to ship, the non-conforming product must be labeled as non-conforming by the Supplier before shipment and all documentation related to the nonconforming product shall accompany the product at time of shipment.

P. SUBCONTRACTING

The Supplier shall flow down all relevant quality requirements imposed by Eagle Components to any sub-tier Suppliers processing Eagle Components hardware. For Eagle Components unique part numbers, the Supplier shall not subcontract work on any article to be supplied under the Eagle Components Purchase Order without prior written approval of Buyer. For all Eagle Components designed hardware, special processes – as well as certain additional processes not typically categorized as “special” – are source controlled, and must be performed by an Eagle Components approved vendor. All source-controlled processes and approved Suppliers can be found on the Eagle Components drawing. Approval to perform one process does NOT imply approval for any additional processes – a vendor must be approved for each special and/or controlled process it performs. If a preferred source has not been approved by Eagle Components, Supplier can request approval prior to beginning work by contacting the Eagle Components Buyer or Purchasing Representative. The requirement to use Eagle Components approved and/or mandated Suppliers must be adhered to by any sub-tier providers.

Q. COMMERCIAL OFF-THE-SHELF (COTS) ITEMS

The Supplier shall notify Eagle Components of any parts acquired through the use of 3rd. party distributors or any other non-OEM sources when such sources are not certified to either ISO 9001, AS9120 or TS-16949. In these cases, the Supplier shall provide full traceability of parts detailing the characteristics, original manufacturer name, original manufacturer part number, serial/lot number, and shelf life (if applicable).

R. SPECIAL PROCESSES

For all special processes, the Supplier shall maintain adequate controls to ensure processes are performed in accordance with applicable specifications and will achieve the planned results. Controls shall include training of personnel in the applicable procedures and requirements for validation and revalidation of processes. Records of training and validation activities shall be maintained for at least ten (10) years following Eagle Components final payment. The

requirement to use an Eagle Components approved and/or mandated sub tier does not alleviate the Supplier of the responsibility of monitoring that Supplier and providing conforming product to Eagle Components. For each special and/or controlled processes performed, the Supplier shall furnish Certificates of Conformance in accordance with applicable specifications and/or engineering drawings. The Certificates must reference the vendor performing the process. Certificates for serialized parts and/or assemblies must reference the applicable serial number(s) for traceability.

S. FOREIGN OBJECT DEBRIS / DAMAGE (FOD) PREVENTION PROGRAM

Suppliers must have a FOD program for the purpose of prevention, detection, and removal of foreign objects. The program should meet the following requirements as applicable:

- FOD prevention must be implemented in all areas as applicable and FOD awareness training must be given.
- Parts must be protected from handling damage in all areas; material handling awareness training must be provided to all employees and handling standards documented.

T. QUALIFIED PERSONNEL

The Supplier's personnel performing work on contracted products and services should be adequately trained to assure that their skills and competency levels will result in products that meet all contract requirements.

U. FIRST ARTICLE INSPECTION REPORT

When specified on the Eagle Components purchase order, the Supplier shall furnish a complete First Article Inspection Report listing actual inspection results for all drawing dimensions and applicable notes. A FAIR is not required for standard Commercial-Off-The-Shelf (COTS) parts or standard catalog items. The parts used to perform the First Article shall be marked. First Article acceptance by Eagle Components shall neither constitute final acceptance of the lot nor relieve the Supplier of the obligation to furnish all parts that meet all drawing, specification and/or Purchase Order requirements. The Supplier is required to use form AS9102 for First Article Inspections. If a First Article Inspection is required on a part for which a similar First Article Inspection Report has already been delivered to Eagle Components, a Delta First Article Inspection may be acceptable. Questions regarding the suitability of Delta First Article Inspections should be directed to Eagle Components Quality Department.

V. COUNTERFEIT PARTS PREVENTION

The Supplier/subcontractor must take an active role in the elimination of all possible shipments containing counterfeit parts. The Supplier/subcontractor must only supply parts which are traceable to the actual manufacturer. The requirements of AS6174 and/or AS5553 are to be met.

W. CALIBRATION

The Supplier shall perform all inspections and tests using calibrated equipment. For calibration service providers or test laboratories, accreditation to ISO 17025 or A2LA is preferred. Materials used to meet applicable drawing requirement and procurement documents shall not be excluded.

X. CONFIGURATION MANAGEMENT

For Supplier-controlled drawings, the Supplier shall maintain a specific and unique part number with revision control. No significant change affecting the design or manufacturing process/location shall be made without prior written authorization from Eagle Components. Significant changes include, but may not be limited to, changes that affect performance, integration, system compatibility, size, function, functional performance, testing requirements, material, material types etc.

Y. MAINTENANCE OF RECORDS

Supplier shall maintain and make available to Eagle Components all records for, or related to, Eagle Components products. Records must be retained at least ten (10) years following Eagle Components final payment under its prime contract unless otherwise specified.

Z. TEMPERATURE AND SHELF LIFE MATERIAL AND MSDS

For all shelf life sensitive material, Supplier shall provide certifications for temperature, perishable and age sensitive materials (e.g. epoxies, paints, bonding agents, adhesives, etc.), which reflect date of manufacture, date of test, shelf life, expiration date, and storage temperature as it applies to each lot/batch. Container label(s) must also reflect applicable lot/batch number(s), storage temperature, expiration date, and date of shipment. Product delivered to Buyer shall have a minimum of 75% remaining of shelf life upon receipt. When applicable, Material Safety Data Sheets are to be included with each shipment.

AA. OVER / UNDER SHIPMENTS

Unauthorized over/under shipments and early shipments may be returned at Supplier's expense. Supplier shall be liable for all storage/handling charges incurred as a result of over/under shipments and early shipments.

AB. CONFLICT MINERALS

The Supplier/subcontractor is required to comply with section 1502 of the "Dodd-Frank Wall Street Reform and Consumer Protection Act" and must certify its supply base to be "Conflict Mineral" free. Use of the E.I.C.C. template is mandated and can be found at <http://www.conflictreesmelter.org>. Complete & forward to the attention of the Eagle Components Quality Department, qc@eaglecomponents.com by the third quarter of each year or sooner if requested.

AC. CRISIS MANAGEMENT PROGRAM

Eagle Components Suppliers are expected to establish a comprehensive crisis management approach to deal with potential disruptions (proactive) and disasters (reactive). The approach should include plan of action, checklist of activities, communication plans, escalation procedures, and organization with teams, roles, and responsibilities. When Eagle Components deems necessary, based on the risk situation or as part of the Management Review process, the Supplier may be asked to provide risk management and business continuity plans. The Supplier is expected to conform to the risk management and business continuity requirements including alternate manufacturing site or process options wherever applicable to ensure operation's continuity. Eagle Components will notify Suppliers in writing when identified as part of a risk situation or as part of the Management Review process. In any financial risk, Eagle Components expects their Suppliers to provide requested financial information wherever applicable

Eagle Components Suppliers must plan for the following (as applicable) disruptions:

1. Business Continuity to deal with event-based risks such as fires, chemical spills, natural disasters, terrorist threats, medical emergencies, and human resources (Example: Strikes)
2. Supply Chain Continuity to check and prepare the “Supplier’s” Suppliers to deal with potential disruptions (proactive) and disaster situations (reactive)
3. Pandemics Preparedness Plan (Example: Avian Flu Pandemic)
4. IT Disaster Recovery and IT Security for “Supplier” telecommunications, data, systems and infrastructure
5. Eliminate potential disruptions due to Financial and Regulatory Non-Compliance
6. Confidentiality Policy (including protection of Eagle Components Intellectual Property), as applicable

Eagle Components Suppliers are expected to develop, deploy and maintain these business continuity planning requirements.

AD. NON-DISCLOSURE / CONFIDENTIALITY AGREEMENT

Supplier will treat as confidential all information, specifications, drawings, blueprints, and other technical data supplied by or on behalf of Buyer. Supplier further agrees to (1) limit use of the aforementioned data to the performance of the specific Purchase Order, and (2) limit disclosure to those employees necessary for the performance of the Purchase Order, unless prior written consent has been granted by the Buyer or Purchasing Representative to permit other use or disclosure. Supplier shall upon Buyer’s request or upon completion of the Purchase Order promptly return all data supplied by Buyer and destroy any and all copies.

March 2023