

UNIVERSAL QUALITY NOTE

This order is subject to the terms and conditions appearing hereon and by accepting this order, the Seller agrees to be bound thereby.

1. It is the seller's responsibility to maintain a quality system compliant with AS9100, ISO 9001 or equivalent to support defect free compliant product.
2. The seller's quality system is subject to Captor's review and approval upon request.
3. The seller's quality system shall assure all relevant purchase order requirements are flowed down to their sub-tier suppliers. The seller's sub-tier suppliers are responsible to comply with specifications required by the Purchase Order
4. The seller shall ensure the revision on the drawing matches the revision noted on the purchase order. If an issue exists with drawing revision, Seller will notify buyer contact on purchase order prior to incurring costs against the purchase order.
5. Changes to purchase order or drawing revision shall only be accepted from Captor's buyer or its authorized agents.
6. If an item on a purchase order invokes a military or industry standard specification, the revisions in effect are as of the date of the purchase order
7. All goods are subject to inspection and approval before acceptance after delivery. The right is reserved to reject and return at the risk and expense of the seller, including the cost of inspection, such portion of any shipment, which may be defective or fail to comply with specifications, without invalidating the remainder of the order.
8. The uses of pure tin plated finishes are strictly PROHIBITED. Any tin plating or tin soldering process must contain NO LESS than 3% lead composition.
9. The seller shall establish and maintain an effective Foreign Object Damage (FOD) prevention program.
10. All soldering requirements must comply with IPC J-STD-001 class 3, unless otherwise stated on purchase order.
11. Seller shall use qualified personnel to meet the requirements of this purchase order.
12. Invalidity of any one of the terms shall not effect any of the other terms, which shall remain in full force and effect.
13. In order to assess seller's quality of work, conformance with buyer's specifications and compliance with this purchase order, Buyer or its authorized agents, customers and regulatory authorities will have right to access sellers facilities and records. Seller shall, without additional charge, provide all reasonable access and assistance while they are present at such premises.
14. Seller shall exercise strict control covering the disclosure of and access to technical data, information and other items received under this purchase order in accordance the U.S. export control laws and regulations, including but not limited to ITAR. Seller agrees that no technical data, information or other items provided by buyer in connection with this purchase order shall be provided to any Non-U.S. persons or to a foreign entity, including without limitation, a foreign employee or subsidiary of the seller (including those located in the U.S.), without written authorization of buyer and sellers obtaining of the appropriate export license.
15. Seller shall notify buyer, in writing of any non-conforming product prior to shipment. The seller will not ship non-conforming product without prior written consent from the buyer or its authorized agents.
16. If so identified, this purchase order is a "rated order" certified for national defense use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulations (15 C.F.R. Part 700) when seller places purchase orders with suppliers in the United States.
17. Seller shall notify buyer, in writing of any changes in design, material, critical production processes, facility layout, facility location or ownership.
18. All exceptions to these requirements must be requested in writing prior to acceptance of purchase order.
19. Seller represents and warrants that only new and authentic materials are used and that the product delivered contains no counterfeit parts. No other material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by Captor. To further mitigate the possible use of counterfeit parts, seller shall provide traceability of certification to the original component manufacturer. Seller shall flow the requirements of this paragraph to its subcontractors and suppliers at all tiers for the entire performance of this contract.
20. This agreement may not be modified or terminated orally and no claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such waiver is claimed.