

## STANDARD PURCHASING FLOWDOWNS

### Terms of Agreement:

- The Purchase Order, together with the terms and conditions, and any attachments, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the "Purchase Order"), constitutes the entire and exclusive agreement between Transtector (Buyer) and the supplier (Seller) identified in the Purchase Order. These arrangements shall only be communicated to the supplier through the Purchase Order contract.

### Certificate of Compliance Requirements for Custom Parts when applicable:

- To allow for Electronic Filing, Certificates need to be faxed or emailed to Transtector Purchasing Agent.
- Certificate of Compliance required for each line item, must meet the following criteria: The Supplier shall provide a Certificate of Compliance with a legible name, stamp, or signature indicating compliance through the Supplier's Quality Systems, for each shipment. The Certificate of Compliance shall contain as a minimum, the specifications and/or drawing numbers, revision level, special processes (as applicable), the name of the manufacturer, the lot number/batch number (where applicable), date or serial number, purchase order number (and line item when applicable) and a factual statement that inspection/test data is on file at the Supplier's facility and can be made available for review for Transtector Systems upon request.

### Environmental Provisions:

- In performing its obligations under the Purchase Order, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

### Supplier Requirement to Submit ECN for any changes:

- Supplier may not make any changes to a Transtector or PolyPhaser owned design without prior written consent via our ECN documentation. When changes are made to drawings for purchased parts, the supplier will be forwarded a letter of obsolescence and a copy of the ECN. The letter of obsolescence will reference the document/drawing number, reference the obsolete revision, and advise the supplier to destroy the obsolete document.

### Warranty of Product Authenticity:

- Seller warrants that materials delivered pursuant to this Purchase Order, unless specifically stated otherwise in this purchase order, shall (1) be new; (2) be and only contain materials obtained directly from the Original Equipment Manufacturer (OEM) or an authorized OEM reseller or distributor; (3) contain only authentic, unaltered OEM labels and other markings, which may include, but are not limited to, manufacturing lot and serial numbers; and (4) not be or contain Counterfeit items.

Herein a Counterfeit item is defined to include, but is not limited to, (A) an item that is an illegal or unauthorized copy or substitute of an OEM item; (B) an item that does not contain the proper internal or external materials or components required by the OEM or that is not constructed in accordance with the OEM design; (C) an item or component thereof that is used, refurbished or reclaimed but Seller represents as being a new item; (D) an item that has not successfully passed all OEM required testing, verification, screening and quality control but that Seller represents as having met or passed such requirements; or (E) an item with a label or marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM item is genuine OEM when it is not.