



Aegis Components Inc. Terms of Purchase

These terms and conditions exclusively govern all purchases made by Aegis Components Inc. ("buyer") and apply notwithstanding any conflicting, contrary, or additional terms and conditions contained in any document or other communication from seller. By delivering the products (the "products") described in the purchase order provided by buyer referencing these terms and conditions, seller shall be deemed to have accepted these terms and conditions without modification by any prior or later communication from seller. Buyer's failure to object to any conflicting, contrary, or additional terms and conditions in another document or communication shall not be deemed an acceptance of such terms and conditions or a waiver of objection thereto.

Product Condition and Packaging

Unless expressly provided otherwise in this contract, all products furnished by the Seller to the Buyer pursuant to this contract are guaranteed by the Seller to be authentic, new, in good condition, and in original manufacturer's packaging. Products not meeting these requirements will be rejected by the Buyer.

Unless expressly provided otherwise in this contract, all products furnished by the Seller to the Buyer pursuant to this contract are guaranteed by the Seller to meet all specifications and requirements detailed on the Buyer's purchase order. Products not meeting those specifications or requirements will be rejected by the Buyer.

Unless expressly provided otherwise in this contract; programmed products, packages containing mixed date codes, products on cut-tape, products not packaged in accordance with ANSI/ESD S20.20, and products with bent leads, formed leads, oxidized leads, or test markings will be rejected by the Buyer.

Unless expressly provided otherwise in this contract, all products supplied by the Supplier are to be packaged in accordance with the manufacturer's specifications for Moisture Sensitivity Level per J-STD-033.

Products that do not meet IDEA-STD-1010 or AS6081 inspection criteria will be rejected by the Buyer.

All products supplied by the Supplier must meet manufacturer's specifications for form, fit, and function for a minimum of one year after delivery to the Buyer. There is no warranty time limit for product found to be counterfeit. If the products do not meet the manufacturer's specifications for form, fit, and function, the Seller agrees to allow the Buyer to return the products, the Seller agrees it will issue a full refund to the Buyer, and the Seller agrees it will be liable for all costs relating to impoundment, removal, and replacement of the faulty product.

The Buyer reserves the right to inspect and test all product from Seller to ensure it meets Buyer's requirements. The Buyer therefore reserves the right to open all packaging in order to inspect or test product and the Seller agrees that opened packaging is not a reason to deny the return of non-conformant product.

Suspected Counterfeit Products

IF THE SELLER FURNISHES THE BUYER WITH SUSPECTED COUNTERFEIT PRODUCTS UNDER THIS PURCHASE AGREEMENT, SUCH ITEMS WILL BE IMPOUNDED BY THE BUYER.

The Seller must promptly replace suspected counterfeit product with product acceptable to the Buyer and the Seller will be liable for all costs relating to impoundment, removal, and replacement of the suspected counterfeit product. The Buyer may turn such product over to the U.S. Governmental authorities for investigation and reserves the right to withhold payment for the product pending the results of the investigation.

For these Terms and Conditions, suspected counterfeit product is defined as product that has an indication (per IDEA-STD-1010 or AS6081) of having been copied or substituted without legal right or authority to do so, of which the material, performance, or characteristics are misrepresented, or being product that is produced or distributed in violation of intellectual property rights, copyrights, or trademark laws.

Other Terms and Conditions

If selling services to the Buyer, the Seller must also utilize qualified personnel to perform the services in a professional and workmanlike manner and in accordance with testing or service specifications indicated on Buyer's purchase order.

The Buyer will monitor the Seller's performance and base future purchasing decisions on that performance.

The Buyer must approve in writing beforehand if Seller intends to outsource any testing or services to another party.

The Seller must notify the Buyer if the Seller becomes aware of nonconforming processes, product, or services related to this contract and obtain the Buyer's approval regarding disposition.

The Seller must not make substitutions or changes for this order without prior written approval from the Buyer.

The Seller must notify the Buyer of changes to the Seller's processes, products, or services.

The Seller must notify the Buyer if the Seller becomes aware of changes in product definition.

The Seller must flow down all applicable requirements specified on the Buyer's purchase order to its supply chain.

Seller must retain its records for product, service, process control, and quality at the Seller's location for a minimum of fifteen years unless otherwise specified on the Buyer's purchase order.

The Seller must give access to the Buyer, the Buyer's customer, and regulatory authorities to all facilities involved in the order and to all applicable documented information.

The Seller must ensure its employees are aware of their contribution to product and service conformity, their contribution to product safety, and the importance of ethical behavior.

It is the Seller's sole responsibility to ensure the accuracy of all proforma invoice and customs documentation including declared values. The Buyer will not accept under-valued invoices.

Goods must be received by the Buyer on or before the due date listed on the Buyer's purchase order.

If the Seller is an authorized distributor, it must notify the Buyer beforehand if the product it is selling either: Was not procured by the Seller directly from the original manufacturer

or

Has not been in the Seller's control since being delivered from the original manufacturer.

The Seller must not supply Buyer with product that contains conflict minerals (tantalum, tin, gold, or tungsten that originated in the Democratic Republic of the Congo or surrounding countries).

All static sensitive material must be handled, marked, and packaged in accordance with ANSI/ESD S20.20.

The Seller shall keep confidential all information obtained or created during the performance of the inspection activities, except as required by law.

The Seller agrees to comply with the Responsible Business Alliance Code of Conduct.

To the extent that is not exempt, the Seller shall abide by the requirements of US Code of Federal regulations 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability. In addition, the Supplier will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or

applicant or another employee or applicant. To the extent that is not exempt, the Supplier shall also abide by the requirements of 29 CFR Part 471, Appendix A. Seller must maintain an effective business continuity plan that prevents events from negatively impacting its ability to supply product to the Buyer.