

Terms of Purchase

1. **Offer & Acceptance.** This order is an offer by Winchester Interconnect RF Corporation ("Winchester"). By accepting this order or shipping any part of it, Seller accepts Winchester's offer and agrees to all terms and conditions set forth or referenced herein and on the face of this order. Such terms and conditions constitute the entire agreement between Seller and Winchester, except that Winchester may correct typographic and clerical errors and omissions.
2. **Price.** Seller shall not charge Winchester for transportation, shipping, handling, boxing, crating, or similar expenses unless Winchester has previously approved such charges in writing.
3. **Delivery.** Time of delivery is of the essence. If Seller fails to ship items or otherwise fails to perform within the time specified herein, Winchester may terminate all or any part of this order and procure, upon such terms as Winchester deems appropriate, items or services similar to those so terminated, in which case Seller shall continue performance of this order to the extent not terminated and shall be liable to Winchester for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
4. **Inspection.** All items are received subject to Winchester's inspection. Winchester may reject, and return at Seller's expense, items that are defective in workmanship or material or otherwise not in conformity with the requirements of the order. Winchester may require Seller to promptly replace rejected items and, if Seller fails to promptly replace, Winchester may procure, upon such terms as Winchester deems appropriate, items or services similar to those so terminated, in which case Seller shall be liable to Winchester for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
5. **Warranty.** Seller warrants that all items and work will conform strictly to applicable drawings, specifications, samples and other descriptions that are made available to Seller in connection with this order by Winchester. Seller warrants that all items and work will be merchantable and free from defects in design, materials and workmanship and, if not of Winchester's design, be suitable for the purpose intended whether expressed or reasonably implied. The foregoing warranties shall survive acceptance and payment and shall run to the Winchester, its customers and the users of the item or work. Seller shall, at Winchester's election, repair, replace, or reimburse the purchase price of nonconforming items. Seller further warrants that it has and will transfer to Winchester clear and unencumbered title to the items.
6. **Indemnity.** Seller shall indemnify and hold harmless Winchester for all costs, expenses and damages, whether direct, indirect, incidental, or consequential, arising from (a) Seller's default or delay in shipment under Section 3, (b) Seller's failure to provide conforming items under Section 4, (c) Seller's breach of its warranty under Section 5, or (d) any other term or condition of this order. Notwithstanding the specifications, drawings, samples and other descriptions furnished by Winchester, Seller warrants that the items and the sale or use thereof by Winchester or any transferee will not infringe any U.S. or foreign patents, copyrights, trade secrets, trademarks or other intellectual property rights. Seller shall defend, indemnify and hold harmless Winchester, its successors and assigns, customers and users of the items, against all suits at law or in equity and from all damages, claims, demands and costs for actual or alleged infringement. If the use or sale of any of the items is enjoined as a result of such claim, suit or action, Seller at no expense to Winchester shall, at Winchester's option, obtain for Winchester and its customers the right to use and sell said items, or replace or modify infringing items with comparable items acceptable to Winchester or substantially the same form, fit, and function so as to remove the source of infringement.
7. **Winchester's Design.** If the items (or parts thereof) contracted for hereunder are of Winchester's design, Seller shall not reproduce any such item or parts without the prior written consent of Winchester, nor shall Seller supply or disclose to others any information regarding such items or parts or incorporate in other items or articles any special feature of design or manufacture considered by Winchester to be peculiar or unique to the items or parts thereof contracted for hereunder without such prior written consent.
8. **Copy Exact.** Winchester is a supplier to companies with Copy Exact or similar requirements. Seller shall provide material only in accordance with Winchester's specifications. Seller shall not make any changes to products or processes, including substitutions, without Winchester's prior review and approval.
9. **Payment Terms and Discount.** The payments terms governing this order are shown on the face of this order. Any payment or discount offered Winchester will be computed from the date of delivery or from the date the invoice is received by Winchester, whichever is later. Payment will be in United States dollars unless otherwise stated in the order. Winchester Interconnect RF Corporation Terms of Purchase
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10. **Assignment and Delegation.** Seller may not assign its rights not delegate its performance hereunder without Winchester's written permission. Seller shall be responsible to Winchester for all work performed by Seller's subcontractors at any tier.



- 11. **Changes/Stop Work Order.** By written notice to Seller, Winchester may make changes to the specifications, designs, drawings, quantity ordered, methods of shipment, packaging, or place or time of delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work under this order, an equitable adjustment shall be made in the price or delivery schedule, and this order shall be modified in writing accordingly. Any claim by Seller for an adjustment must be made in writing within thirty (30) days of the receipt of any such notice. Nothing contained herein shall relieve the Seller from proceeding without delay to perform this order as changed.
- 12. **Termination.** In addition to all of the other rights which Winchester may have to cancel this purchase order, Winchester shall have the right to terminate any work hereunder, in whole or in part, at any time, with or without reason, in which case Winchester will pay (a) the contract price for all items reasonably completed in accordance with this purchase order and not previously paid for unless said items are part of Seller's standard commercial items, and (b) a fair and proper proportion of the contract price for items in process and for all materials acquired or contracted for the purpose of fulfilling this purchase order which Seller is unable to cancel, return or otherwise use in Seller's operations. Winchester shall have the right to audit cancellation charges.
- 13. **Right of Access.** Seller, without additional charge, shall permit reasonable access by representatives of Winchester, Winchester's customers and applicable regulatory agencies to Seller's premises to examine Seller's facilities, processes, goods, and records relating to this order. Such examination may include inspection and testing of equipment, materials, parts, items to be furnished and services to be rendered, manufacturing and assembly processes, testing and quality procedures, and all applicable records relating to the manufacture, inspection, testing, and sale of such items and the furnishing of such services.
- 14. **Government Contracts or Subcontracts (Inspection and Audit).** When the items ordered herein are for use in connection with a U.S. Government prime or subcontract, (a) Seller's plant, books and records shall be subject to inspection and audit at all reasonable times by any authorized representative of the Government agency with which the prime contract or subcontract of the Winchester is made; (b) Seller will comply with mandatory flow down acquisition regulations for commercial items and other acquisition regulations as identified by Winchester; and (c) all clauses which Winchester is required by law, regulation, or applicable Government contract or subcontract to insert in its subcontracts or orders, and other clauses of standard Government contract forms to the extent the same are applicable to Winchester's operations, are incorporated herein by reference and made an express part hereof.
- 15. **Export Control.** Seller shall be responsible for the control of, disclosure of and access to technical data, information and other items received under this order in accordance with U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR).

| Date | Revision | Requestor | Change | Change Number |
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