



Winchester
Interconnect.

We Energize Innovation.

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Title: MAI014 – Purchase Order Terms and Conditions/Quality Clauses

Terms and Conditions of Purchase Order

Purchase Order Quality Clauses

1) ACCEPTANCE:

This Purchase Order, which represents the entire agreement between Buyer and Seller becomes a binding contract upon the terms of purchase set forth herein by acknowledgement or commencement of performance. No change, modification or revision to this order shall be valid unless in writing and signed by the authorized representative of the Buyer. BUYER EXPRESSLY REJECTS ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS, WHICH MAY BE OFFERED BY SELLER IN ACCEPTING ACKNOWLEDGING OR AMENDING THIS ORDER.

2) PRICE:

The articles or services furnished under this order shall not be invoiced at a higher price than shown on the face of the order. No charges shall be allowed for packing, crating, freight, express cartage, demurrage or taxes unless specifically identified on the face of the order

3) COMPLIANCE WITH LAWS:

The Seller warrants that the goods will be produced in compliance with the Fair Labor Standard Act, or 1938 as amended and the regulations issued pursuant thereto. The Seller agrees to comply with all other Federal, State and local laws, which related to the performance of this order and to hold Buyer harmless against Seller’s breach of this clause. This Order shall be construed according to the laws of the state of Connecticut.

4) WARRANTY:

Seller expressly warrants that the articles, services and technical information furnished hereunder shall be merchantable, free from defects in material and workmanship, suitable for the use intended and will conform to the applicable specifications, drawings, samples and descriptions, and if of Seller’s design, will be free from design defects. All warranties shall run to Buyer and its customers and shall be construed as conditions, as well as warranties, and shall not be deemed to exclude other rights of Buyer under law or this order.

5) DELIVERY SCHEDULE:

Shipments of articles in excess of the quantity or delivery rate specified in the order will not be accepted. Excess articles will be returned at Seller’s risk and expense. The Buyer shall not be responsible for Seller’s advance purchase of material or fabrication of articles not reasonably necessary to meet the specified deliveries. As to all shipments to or from Buyer, Buyer’s count of articles shall be conclusive. Seller will not be liable for damages for delay of delivery beyond its reasonable control. Shipping method and terms are designated on the purchase order unless agreement has been reached for supplier to pay shipping cost. Suppliers are responsible for adhering to shipping instructions on PO. Winchester Interconnect must be contacted for any deviation from instructions prior to shipping. Winchester Interconnect must approve collect “premium” freight methods if used in order to meet confirmed delivery date. Advanced notice must be given on any shipping or delivery delays beyond the due date specified on the confirmed purchaser order. A subcontract product or service provided directly to the customer requires a tracking # for proof of delivery

6) TERMINATION:

Work may be terminated under this Purchase Order by Buyer in whole or in part at any time by written, emailed, or telegraph notice. Such notice shall state the effective date of termination, and upon receipt thereof, the Seller shall stop work under this Purchase Order and all subcontracts outstanding hereunder, at no expense to the Buyer. Seller must immediately take necessary steps to protect all property in his possession belonging to the Buyer.

7) CHANGES:

Buyer shall have the right to make changes to drawings, designs, specifications, quantities, and delivery schedules, methods of shipment or packaging and point of delivery of any of the articles or services to be furnished hereunder. If any such change results in a delay or increase or decrease in expense to Seller, Seller shall notify Buyer immediately and negotiate an equitable adjustment, provided however, that Seller shall always proceed diligently with the work, articles or services as changed. No claim by Seller shall be valid unless submitted to buyer in writing within 30 days from the date of such change. No change shall be effective unless authorized in writing by Buyer.

8) **PROCESS CHANGES** – The supplier shall notify Winchester Interconnect in advance of any major changes (new production machine, location change etc.) to the processing of Winchester Interconnect product. Notification is required to be submitted in writing to Winchester Interconnect Purchasing Department. Winchester Interconnect will provide feedback to the supplier (prior to production using the new process) what actions must be undertaken prior to approval of new process – such as submittal of new First Article Inspection, site audit, etc.

9) SUBSTITUTIONS:

The supplier shall not make any changes/substitutions to materials, products, or processes required by the engineering documents without written authorization from Winchester Interconnect. Authorization may be contingent upon a facility visit.

10) TECHNICAL INFORMATION:

Drawing, specifications, photographs and other engineering and manufacturing information supplied by Buyer shall remain Buyer's property, shall not be Photostatted, photocopied, digitally scanned, or otherwise reproduced without Buyer's consent and shall be returned upon demand. Any technical data, whether written or oral, relating to the object of this order shall not be divulged to others by Seller without the written permission of Buyer. Any information, which Seller may disclose to Buyer with respect to the design or manufacture of the items or the rendering of services covered by this order, shall be deemed to have been disclosed as part of the consideration for this order and Seller shall not assert any claim against Buyer due to Buyer's use thereof.

11) RIGHT OF ENTRY:

Winchester Interconnect, Winchester Interconnect Customers and applicable regulatory agency shall be assured the right of entry to perform Quality audits and to review all areas of all facilities, at any level of the supply chain (including sub-tiers), involved in the order and to all applicable records.

12) INSPECTION:

At the option of Winchester Interconnect, all items covered by this Purchase Order may be subject to surveillance and inspection by a Winchester Interconnect inspector at the point of manufacture. The Seller shall furnish at no cost, the necessary facilities and equipment, and perform tests as required. The Seller shall provide sufficient advance notice to Winchester Interconnect to permit scheduling of Source Inspection. Final inspection and acceptance of all articles and services will be at Buyer's plant, unless otherwise specified

13) PATENT RIGHTS; INDEMNITY:

Seller agrees to indemnify Buyer, its successor, assigns, agents and users of its products against loss, damage or liability, including costs and expenses, and attorney fees, which may be incurred on account of any suit, claim, judgement or demand involving infringement or alleged infringement of any patent or any unpatented right or inventions in the manufacture, use or disposition of any article or material supplied hereunder, provided Buyer shall promptly notify Seller of any suit instituted against it. At its option, Buyer shall permit Seller to defend the same or make settlement in respect thereof. Should the Seller perform development work in producing the material covered by this order, the Buyer shall receive a non-exclusive, royalty-free license to make, have made, use or sell inventions first reduced to practice through such development work

14) BUYER'S PROPERTY, SPECIAL TOOLS: With respect to all tools, dies, molds, patterns, jigs, fixtures and similar items furnished to Seller by Buyer, or specifically paid for by Buyer (hereunder referred to collectively as "Buyers tools and dies"), Seller agrees:

- Seller will use Buyer's tools and dies only in filling order from Buyer;

- Seller will return Buyer's tools and dies on demand and in the same condition as when received, reasonable wear and tear resulting from the proper use thereof excepted, it being expressly agreed that the Seller shall be responsible for any damage thereto while in its possession, reason, reasonable wear and tear excepted;
- Seller will not, without written consent of Buyer, remove Buyer's tools and dies from Seller's plant except to return to Buyer;
- Wherever practicable, Seller will permit Buyer to inspect Buyer's tools and dies at Seller's plant during working hours;
- On Seller's failure to make delivery to Buyer of any of Buyer's tools and dies on the written demand of Buyer, Buyer may, without notice, immediately, during working hours, enter upon any premises where Buyer's tools and dies may be located and remove the same therefrom without incurring any liability on the part of Buyer or Buyer's agents or employees in or to any suit, action or other proceeding by Seller
- The Seller is held responsible for the protection; calibration and care, other than normal wear, of all Buyers' production
- In accepting this order, it is understood that the Buyer may withdraw the tool to produce the parts described herein without being charged with a withdrawal charge.
- If Seller retains possession of any Winchester Interconnect owned tools or other equipment, Seller agrees to indemnify and to hold Winchester Interconnect harmless from any loss, damage or liability, including without limitation for injuries to Seller's employees arising from Seller's possession, storage, modification, or use of such tools or other equipment.

15) ASSIGNMENT and/or SUBCONTRACTING:

Neither this order nor any interest under it shall be assignable, voluntarily, nor shall a subcontract be placed which requires completed or substantially completed articles or work covered by this order without Buyer's prior written consent. This contractor and subcontractor shall abide by the requirements of 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

16) QUALITY SYSTEM:

Winchester Interconnects quality management system is based on the AS9100 and ISO 9001 quality system requirements. The Seller shall implement a quality system conforming to ISO 9001. Satisfactory compliance with this requirement does not relieve the Supplier of the responsibility to furnish acceptable product as specified in the procurement documents. The supplier shall flow down the requirements of the document to its subcontractors and suppliers at any tier for the performance of a PO. Suppliers not certified to AS9100, ISO 9001 or other certification may be subject to a quality system assessment by Winchester Interconnect. Supplier should be able to submit quality certification record within 24 hrs upon request by Winchester Interconnect. Supplier shall inform Winchester Interconnect about any changes to the certification status, which will affect their quality management system

17) STANDARD INSPECTION SYSTEM:

As a minimum, the supplier must provide product and processes that are controlled by a quality system that assures the following:

- Maintains a documentation configuration control system to assure that the correct drawings, specifications, PO's and revisions level are used
- The Supplier shall establish and maintain a calibration system that complies with ANSI Z 540-I. Records of calibration shall be maintained and available for review upon request. All calibration must be traceable to the National Institute of Standard and Technology
- Inspection capability to inspect all product requirements. Inspection system shall include documented results for incoming, in-process and final inspection. Product shall not be released to Winchester Interconnect until successful completion of inspection checks are completed and documented. Inspection sampling maybe used, based on ANSI/ASQ Z1.4, Sampling Procedures and Table for Inspection by Attributes, utilizing C=0 criteria.
- Supplier's conformance with internal inspection and control systems shall ensure product and/or service conformity and safety.
- Cables, cable assemblies and other products considered to be electrostatic sensitive devices must be checked for ESD and enclosed in ESD protective materials when delivered. ESD labeling indicating that the contents contain electrostatic sensitive devices shall be used

18) RECORDS and TRACEABILITY:

The supplier must prepare and maintain adequate quality systems records, including inspection instructions, inspection and test results and engineering specification test methods. These records must be available for review by Winchester Interconnect representatives, Winchester Interconnect customer's representatives, and any applicable regulatory organizations. All quality records are to be legible, reproducible, identifiable and traceable to the purchase order. Quality records to be stored and maintained in such a way that they are readily retrievable in facility that provides a suitable environment to minimize deterioration or damage and to prevent loss. This applies to our suppliers and any lower-tier suppliers. Retention period for Quality Records are 3 years unless otherwise specified. Winchester Interconnect, its customers, Government, or Regulatory Agency representative shall have access to review quality records as they pertain to this order.

19) TEST REPORTS AND TEST SAMPLES

Suppliers to Winchester Interconnect of raw material shall provide a material certification with every shipment. Supplier shall provide test samples and test reports to Winchester when requested for periodic product audit.

20) CHEMICAL/PHYSICAL ANALYSIS

Supplier shall provide certificates for raw material and special processes such as plating, coating, heat treating, brazing, etc. The supplier shall maintain a copy for a minimum of seven (7) years after completion of the order, all procured raw material certifications, which must be readily retrievable and shall include as a minimum:

- Part number and purchase order
- Applicable material/test specification, description, alloy, condition, and revision
- Results of analysis, physical properties, chemical analysis and lot number(s)
- Supplier to maintain copies of all raw material certifications and sub-contracted special processes. Supplier shall also obtain and maintain sub-tier supplier process certifications. Submittal is required for FAI acceptance. Supplier's material/ special process and sub-tiered supplier/ processor certifications and test results shall be made available upon request. Special processes such as heat treating, annealing, plating, chemical etching, anodizing, soldering, brazing, painting, etc shall be referenced on the supplier's FAI. Material Safety Data Sheet (MSDS) shall be provided when applicable.

21) CERTIFICATE OF CONFORMANCE (C of C)

Each shipment must be accompanied by a legible and reproducible, Certificate of Conformance. The C of C may be incorporated into the package slip. The C of C shall state as a minimum:

- Supplier/Original Manufacturer's name as applicable
- Drawing/Specification number and revision
- Manufacture Part Number/Description of material/product being supplied
- Lot Number or Date Code if applicable
- Quantity Shipped
- Compliance to RoHS/REACH, as applicable
- Free of conflict minerals, as applicable

- Other regulatory requirements, as applicable
- Country of Origin
- Statement of compliance to the Purchase Order, drawing and applicable specifications
- Inspection stamp or signature of suppliers' representative, title and date
- Specify non-conformance document number, if applicable

Packing slip must be identified with minimum the following information:

- Purchase order number as listed on the PO
- WINCHESTER and MFG part numbers
- Lot/Batch number of material
- Expiration date of time sensitive material (The supplier shall not deliver articles with less than 80% of shelf life remaining at time of delivery).
- Quantity shipped

22) PACKAGING

The supplier shall package products to prevent damage during shipment. The supplier shall not package Winchester Interconnect product directly against the surfaces of the shipping package/box. Protective insulating material should be used.

23) CONTROL OF NONCONFORMING PRODUCT:

Nonconforming goods and/or services which deviate from the requirements as specified on the purchase order/contract and relevant drawings and specifications must be documented by the Seller and submitted to the Winchester Interconnect Buyer for consideration and disposition. Non-conforming products shall not be shipped to Winchester Interconnect until authorized by a Winchester Interconnect Buyer/representative and must be identified with authorizing nonconformance document when shipped. If Winchester Interconnect authorizes a deviation, the supplier must maintain a record of the expiration date, quantity and condition and insure compliance with the original or superseding specification when the deviation expires. At no point is it authorized for a supplier to send product to Winchester Interconnect which does not meet the engineering requirements (nonconforming product), without first going through the deviation request process. In the event nonconforming material is identified at the supplier facility, it is immediately quarantine in a designated area pending verification. If Winchester Interconnect may have received the nonconforming material, then the supplier is required to notify Winchester Interconnect of the nonconformance within one business day for appropriate action.

24) CORRECTIVE ACTION:

Winchester Interconnect suppliers are responsible for providing defect-free product. If defective product is found, a Nonconforming Product Report (NCP) will be issued, the supplier will be contacted and a Corrective Action Request (CAR) may be issued.

The supplier is expected to respond in a timely manner to any quality or delivery issues. Response timing and content requirements are as follows:

Initial response within 24 hours of notification including:

- Containment plan to hold and inspect all product at supplier facility.
- Disposition of any product in transit, at Winchester Interconnect and at Winchester Interconnect customers including authorization to return for credit, sort/rework at supplier expense or hold for supplier review.
- Timing to replace product with certified product (product that has been 100% inspected for defects). All certified stock must be identified as such.

Corrective actions to be complete within *14 calendar days* of receipt of request including:

- Members involved (complete within 24 hours)
- Problem description (complete within 24 hours)
- Containment (complete within 24 hours)
- Root cause analysis
- Permanent corrective action
- Verification of corrective action
- Prevention and request for additional time to complete (including estimated time frame for completion) if applicable
- Suppliers issued a corrective action may be required to pass 3 consecutive incoming product audits prior to corrective action closure

25) Charge-Back Policy

Costs associated with supplier product quality issues that are the supplier's responsibility may be charged back to the supplier. Quality issues as a result of supplier product or services will result in discussions with the supplier to determine disposition and develop plan to reduce end customer impact. Accountabilities, possible rework activities, credits/debits may be discussed and negotiated based on circumstances of issue. These charges may include but are not limited to:

- Deviations
- Expedited freight
- Customer shutdown charges

- Inspection fees
- Charge-back costs incurred by the end customer
- Any additional costs incurred by Winchester Interconnect as it directly relates to the quality of the product supplied
- Direct wastes

26) FOREIGN OBJECT DETECTION CONTROL:

Supplier, Distributor shall have a FOD control plan for the organization, and shall define area where FOD controls are necessary to ensure the quality of the products being produced for delivery. Whenever and/or wherever FOD entrapment or foreign objects can migrate, Seller shall inspect for foreign objects/materials and ensure FOD barriers remain embedded. Seller shall ensure tooling, jigs, fixtures, and test or handling equipment are maintained in a state of cleanliness and repair sufficient to prevent FOD. All Suppliers must flow down FOD requirements to sub-tier suppliers at all levels

27) COUNTERFEIT PARTS/ MATERIALS PREVENTION:

Seller shall establish and maintain a Counterfeit Prevention and Control Plan. The plan may include avoidance techniques and information contained in industry standards. Relevant personnel, including those involved with program management, projects, procurement, quality assurance, inspection, receiving, manufacturing and engineering activities shall be trained as appropriate to their function, in the awareness, avoidance, detection, mitigation and disposition of suspect or confirmed counterfeit EEE parts. Training shall be updated periodically to address changes in counterfeit information and trends. An unauthorized copy, imitation, substitute, or modified part, which is knowingly misrepresented as a specified genuine part of the manufacturer Or a previously used EEE (Electrical, Electronic, and Electromechanical) part which has been modified and is knowingly misrepresented as new without disclosure to the customer that it has been previously used.

Note: examples of a counterfeit part can include, but are not limited to, the false identification of grade, serial number, and date code or performance characteristics.

When we have determined any EEE part or end item, component, part or assembly containing EEE parts purchased by a supplier for delivery to Winchester, to be suspect or confirmed counterfeit, we will assure that the incident is reported in accordance with legal/contract requirements. The internal audit program will include periodic auditing to assess compliance to defined counterfeit EEE parts control plan. Winchester Interconnect and its Suppliers are committed to the highest possible standards of ethical, moral and legal business conduct.

28) FLOW DOWN OF CUSTOMER REQUIREMENTS

The supplier shall flow down Winchester Interconnect requirements to the sub-tier supply chain, when applicable

29) SUPPLIER PERFORMANCE RATING

Supplier performance may be monitored on frequent basis as determined by Winchester Interconnect. Criteria for monitoring supplier performance may include OTD (On Time Delivery), quality, PPV (Purchased Price Variance), payment terms and special programs or other criteria based on the discretion of Winchester Interconnect.

30) AFFIRMATIVE ACTION:

By acceptance of this order, seller agrees that they are not in violation of laws of basic working conditions and human right, including laws regarding slavery and human trafficking per U.S. Code, Title 22, Chapter 78. If there is any violation to these laws applicable to the seller, Winchester Interconnect may cancel any open orders with the seller at no cost to Winchester Interconnect. Where application, seller shall comply with the application precision of Executive Order 11246: To view the content of the EO, please access the following website: https://www.dol.gov/ofccp/regs/compliance/ca_11246.htm

31) EXECUTIVE ORDER (EO) 13224:

Seller will adhere to the directions provided in Executive Order (EO) 13224, Executive Order of terrorist Financing – blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism, effective 9/24/2001 and any subsequent changes made to it. Seller furthers agrees to include this requirement in lower-tier purchase orders or subcontracts here under. To view the contents of this EO, please access the following website: <https://www.state.gov/j/ct/rls/other/des/122570.htm>

32) PROHIBITED SOURCES:

Winchester Interconnect Products suppliers and/or sub-tier suppliers are prohibited from using any source listed on the US government Excluded Parties List System (EPLS) (ref. <http://www.epls.gov/>) in the production of products to be delivered to Winchester Interconnect.

33) AWARENESS:

The organization shall ensure that persons doing work under the organization’s control are aware of:

- a. the quality policy;
- b. relevant quality objectives;
- c. their contribution to the effectiveness of the quality management system, including the benefits of improved performance;
- d. the implications of not conforming with the quality management system requirements;
- e. relevant quality management system documented information and changes thereto;
- f. their contribution to product or service conformity;
- g. their contribution to product safety;
- h. the importance of ethical behavior.

Terms and Conditions

Terms of Use

The following are terms of a legal agreement between you and Winchester Interconnect Corporation ("Winchester"). By accessing, browsing and/or using this site ("Site"), you acknowledge that you have read, understood, and agree to be bound by these terms and to comply with all applicable laws and regulations, including U.S. export and re-export control laws and regulations.

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7. Winchester may at any time revise these Terms of Use by updating this posting. By using this Site, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the then current Terms of Use to which you are bound. Any claim relating to, and the use of, this Site and the materials contained herein is governed by the laws of the state of Connecticut.

Terms of sale

Winchester Interconnect Corporation, hereinafter "Seller," will supply the items and/or services identified on the face of this Quotation or Acknowledgment expressly conditional upon Buyers acceptance of the following terms. Seller, by its commencement of performance shall not prejudice the rights to enforcement of these conditions.

1. **ACCEPTANCE OF ORDER:** No purchase order shall be binding upon Seller unless and until accepted in writing by an authorized employee of Seller, or by performance. No terms or conditions of Buyer's purchase order or other similar instrument including without limitation price, delivery schedule, imposed provisions of the U.S. Federal Acquisition Regulations (FAR) or those similar regulations imposed by other branches of the government, which alter or are inconsistent with Seller's terms and conditions shall be binding upon Seller, nor shall apply to this transaction, unless specifically agreed to in writing by the Seller.
2. **PRICE AND DESIGN CHANGES:** Seller reserves the right to make changes in design at any time without incurring any obligation to provide such changes on units previously sold or to continue to supply obsolete items. Unless otherwise agreed in writing, the prices quoted are based upon manufacture of the quantity and types originally specified and are subject to revision for variations in quantity, specifications and/or delivery rates, or when interruptions or engineering changes are caused or requested by Buyer. Changes to an order following acceptance by Seller will not be effective until mutual agreement

has been reached regarding the effect of such changes on price, delivery and other conditions of the order. Quoted prices do not include federal, state or local taxes and such taxes, if any will be added to the quoted prices and will be shown as a separate line item on invoices.

3. **MINIMUM ORDER VALUE:** The acceptable value of any order is as indicated on the face of our Quotation Form. Buyer's accumulation of a number of items into one purchase is authorized to reach this minimum.
4. **SHIPMENTS:** All supplies and services are sold E.X.W. (Ex Works), and the point of origin shall be the Seller's plant. Costs of normal boxing and packaging for domestic shipment are included in quoted prices. Method of shipment is as shown on the face of this Quotation or Acknowledgment, and unless specified otherwise; Seller normally will use the most convenient, least expensive surface transportation. When special domestic or export packing is specified, a change may be made to cover any extra expenses incurred. Seller assumes no responsibility for delay, breakage, damage or loss after its delivery to the carrier. Seller reserves the right to make partial shipments at its discretion. The delivery dates quoted are Seller's best estimate, which may be delayed due to engineering material acquisition or production delays and Seller disclaims any liability for direct, incidental, or consequential damages caused by said delays.
5. **TERMS OF PAYMENT:** Unless otherwise stated on the face of this document, terms of sale are "net 30 days" from date of invoice with no discount allowed for early payment. At any time when in its opinion the financial condition of the Buyer warrants, Seller may either alter or suspend credit, and in cases where credit is not established satisfactorily, or financial information is not available, the terms of sale shall be cash with order or C.O.D. at Seller's option. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. In addition to any other rights and remedies available to Seller, failure to pay any amount due within the time specified will result in a late charge of 1.5% per month being added to Buyer's account until final payment.
6. **RESCHEDULES:** The prices quoted are expressly for delivery dates negotiated. While Seller shall have no obligation to comply with unilateral directives to change schedules or temporarily cease work, Seller will endeavor to accommodate buyer's reasonable request for acceleration or deceleration, made at least forty-five (45) **business** days prior to scheduled delivery and stop work instructions not exceeding ninety (90) **calendar** days duration. Such changes or instructions, if accepted by Seller, shall require an equitable adjustment in the contract price or delivery schedule or both.
7. **RAW MATERIAL AND SOURCE INSPECTION SURCHARGES:** The price of items containing precious metals, non-ferrous metals, magnetic materials and/or alloys thereof shall be subject to application of surcharge(s) at time of shipment, based upon fluctuations in the market value of such raw materials. Further, a surcharge may be applied to each shipment requiring inspection at Seller's plant by the government and / or Buyer's own inspection department or other private agency when concurrence with such inspection has otherwise been granted by Seller.
8. **CUSTOM PRODUCT:** All Cable Assembly products are considered Custom product, i.e., product for which the Buyer is the only user, is non-cancelable and cannot be rescheduled after receipt and acceptance of the order by the Seller.
9. **CANCELLATION FOR ALL PRODUCTS OTHER THAN CABLE ASSEMBLIES:** Any order, once accepted by Seller, shall not be subject to unilateral cancellation except Cancellation of the U.S. Government, which shall be processed in accordance with the procedures established in FAR. **Orders may be pushed out once outside 45 business days from our acknowledged ship date, after which they are non-cancelable.** Cancellations received by us within 45 **business** days of our acknowledged ship date are subject to charges up to the full value. Buyer shall not cancel the order in whole or in part where non-conformity in any partial or installment delivery does not impair the value of the whole contract. In the event of cancellation for any reason, Seller shall not be liable for any incidental or consequential damages caused by such cancellation.
10. **EXPORT REGULATIONS:** Buyer acknowledges that if the items purchased hereunder are to be exported, they are subject to the U.S. Commerce and/or State Department Export Regulations, and buyer accepts full responsibility for and agrees to comply fully with such regulations, including obtaining export licenses and re-export permission.
11. **PATENT RIGHTS:** Seller agrees to indemnify Buyer, its successor, assigns, agents and users of its products against loss, damage or liability, including costs and expenses, which may be incurred on account of any suit, claim, judgement or demand involving infringement or alleged infringement of any patent or unpatented right or inventions in the manufacture, use or disposition of any article or material supplied hereunder, provided Buyer shall promptly notify Seller of any suit instituted against it. At its option Buyer shall permit Seller to defend the same or make settlement in respect thereof.
12. **TECHNICAL DATA AND PROPERTY OF SELLER:** All designs (whether or not patentable), processes, software, technical information, drawings and/or confidential information, hereinafter "Technical Data". related to the items or services sold hereunder and not furnished by Buyer or specifically paid for by Buyer as a separate line item are the exclusive property of Seller, and all rights, title and interest in and to such property shall remain exclusively in Seller, notwithstanding Seller's disclosure of any thereof to Buyer or Buyer's payment to Seller for engineering or non-recurring charges. Buyer shall not use or disclose such Technical Data to any party without prior written consent of Seller. Likewise, title to all tools, test equipment and facilities not furnished by Buyer or specifically paid for by Buyer as a separate line item shall remain in Seller. Unless otherwise specifically agreed in writing, Technical Data furnished under a U.S. government contract or subcontract will be furnished with "limited rights" under the provisions of FAR if the Buyer has not agreed to pay the entire cost of development of the delivered items and Technical Data involved. Unless it is separately purchased by Buyer, Seller shall not be obligated to furnish any Technical Data or to grant Buyer any patent, license or other rights to it.
13. **EXCLUSIVE WARRANTY AND REMEDY:** Seller warrants that each newly-manufactured article sold hereunder, and such portion of a repaired/refurbished article as has been repaired, refurbished or replaced by Seller, shall be free from defects in

material or workmanship at time of shipment and for ninety (90) calendar days from the date of shipment shall perform in accordance with the specifications, if any incorporated herein. This warranty shall not extend to any article which upon examination by Seller is found to have been subjected to a) mishandling, misuse, tampering, negligence or accident, or b) installation, operation or maintenance which either was not in accordance with Seller's instructions or was otherwise improper, or c) repair or alteration by anyone other than Seller. Seller shall not be responsible for damage to any associated instruments, equipment or apparatus. Should any failure to conform to this warranty be discovered and brought to Seller's attention within ninety (90) calendar days from the date of shipment and be substantiated by examination at Seller's factory or by authorized field personnel, then, at its own cost, Seller shall correct such failure, at its option, by repair or replacement of the non-conforming portion of such article or by return of the purchase price. Buyer agrees that this remedy shall be its sole and exclusive remedy against Seller and that no other remedy shall be available. In no event shall Seller be liable for special, incidental or consequential damages. Buyer shall notify Seller in writing of any alleged defect or failure in detail and expressing its desire to return such article under the remedy provided herein. No returns shall be accepted without prior approval by Seller, and all articles returned to the Seller must be shipped in accordance with Seller's shipping instruction and with transportation charges prepaid. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 14. **LIMITATIONS OF LIABILITY:** Seller shall not under any circumstances be liable for any general damages greater than the cost of the articles hereunder, or for any special, incidental or consequential damages whatsoever, whether arising from Seller's negligence, breach of contract, breach of expressed or implied warranty, any law giving rise to a claim of strict liability, or any other cause.
- 15. **FORCE MAJEURE:** Seller shall not be liable to Buyer or in breach of contract for any failure or delay in performance due to fire, flood, labor strike, work stoppage, commercial impracticability, war, act of God, or any other cause beyond the control of Seller.
- 16. **NON-WAIVER:** These terms and conditions set forth the entire understanding between the parties with reference to the subject matter hereof. The failure of Seller to enforce at any time any of the provisions hereof shall not constitute a waiver of such provision or a waiver of the rights to enforce the right to enforce any or all provisions at another time.
- 17. **APPLICABLE LAW:** This sale and the contract between the parties shall be deemed executed in and shall be construed in accordance with the laws of the State of Connecticut.
- 18. **TAXES:** Buyer agrees to pay any applicable sales or use taxes whether the taxes are separately invoiced or not, unless Buyer furnished Winchester Interconnect with adequate tax exemption certification.
- 19. **SUBSTITUTION OF MATERIALS:** Seller reserves the right to make substitutions of materials without degrading the quality of product. Customer approval will be solicited when changes affect form, fit, or function.
- 20. **OVER AND UNDER SHIPMENTS:** We reserve the right to over or under ship by 10% of the ordered quantity per line item not to exceed \$50.00 in value.

Revisions:

REVISION DATE	REVISION NUMBER	APPROVED BY	REASON
10/05/18	01	Monique Lefevre	Initial Release
01/02/19	02	Monique Lefevre	Update to AS9100 requirements. Change format to include Quality clauses
09/03/20	03	Monique Hernandez	Update Terms and Conditions