***Terms and Conditions (AS9100D)-Purchase Orders***

1. These terms and conditions are for items purchased by Imperial Electronic Assembly, Inc. used in the production of customer product.

2. Supplier shall flow down to sub-tier suppliers the applicable requirements in the purchasing documents.

3. Supplier shall establish and maintain records to provide Objective Quality Evidence of conformity to purchasing requirements and of the effective operation of the supplier’s quality management system.

4. Unless stated otherwise in the purchase order, at a minimum, each quality record is to be maintained for at least seven year and properly disposed of after this time period.

5. Records shall be available for review by Imperial Electronic Assembly, Inc., its customers and regulatory authorities, as required.

6. Suppliers may be asked to provide their procedures for controlling relevant records to Imperial Electronic Assembly, Inc.’s purchasing for review by the Purchasing Manager.

7. Supplier shall notify Imperial Electronic Assembly, Inc. of nonconforming product or process prior to delivery and wait for Imperial Electronic Assembly, Inc.’s approval of supplier nonconforming product.

8. Supplier shall maintain Objective Quality Evidence of Imperial Electronic Assembly, Inc.’s approval of supplier nonconforming product. The supplier organization shall take action to determine and eliminate the cause of nonconformities in order to prevent reoccurrence and to provide Objective Quality Evidence to Imperial Electronic Assembly, Inc., and/or our customers, assuring them of the quality of delivered goods.

9. If it becomes evident that non-conforming product has been inadvertently released to Imperial Electronic Assembly, Inc. then Imperial Electronic Assembly, Inc. requires to be notified within 24 hours of such a discovery.

10. Supplier shall notify Imperial Electronic Assembly, Inc. of any changes in the product and/or process used in the manufacture of the product, including external providers and manufacturing locations. Imperial Electronic Assembly, Inc. reserves the right for approval of the product, the parts used, the materials used, the procedures used and the equipment used by the Supplier in fulfilling the Purchase Order requirements.

11. Imperial Electronic Assembly, Inc., its customers, and regulatory authorities shall be granted the right of access to all supplier and sub-tier supplier facilities and records involved in fulfilling the Purchase Order requirements.

12. All items of this purchase order are subject to in-process quality surveillance by Imperial Electronic Assembly, Inc. and/or its customer.

13. The supplier shall provide reasonable facilities and assistance, including all quality records and related data for contracted goods, upon request.

14. Material certifications and/or inspection/test data must be maintained at Distributor’s facility and furnished to Imperial Electronic Assembly, Inc. upon request.

15. Material to be identified and traceable to manufacturer’s part number, lot number, date code for all electronic and electrical parts, raw material, mechanical machined parts, etc.

16. Original Manufacturer’s Certificate of Compliance is required with shipment.

17. Distributor’s Certificate of compliance must identify the original manufacturer and lot number for traceability. The original manufacturer’s Certificate of Compliance must be maintained by the Distributor for a minimum of 7 years and be available upon Imperial Electronic Assembly, Inc.’s request.

18. Counterfeit Parts. Definition: An unauthorized copy, imitation, substitute, or modified part, which is knowingly misrepresented as a specified genuine part of an original or authorized manufacturer. Suppliers must have anti-counterfeit policies and processes in place for preventing counterfeit parts from entering our facility. They may be asked to provide proof of said policy if deemed necessary.

19. Parts used are to be ESD controlled per ANSI/ESD S20.20-2007, ESD Association standard for- the Development of an Electrostatic Discharge. Control Program for Protections of Electrical and Electronic Parts, Assemblies and Equipment.

20. Suppliers are required to have an ESD Control Program Plan - recommended guidelines per ANSI/ESD S20.20-2007. 21. Suppliers are required to have a Foreign Object Debris (FOD) Control Program Plan.

22. Electrostatic discharge sensitive materials must be packaged in proper ESD protective packing, identified with the proper ESD Labels, and receiving paperwork must not be placed inside the ESD bags with the components. Class 0 components are to be marked as such.

23. Soldering materials, processes used and cleanliness requirements shall be in accordance with ANSI/J-STD-001

24. Workmanship shall be inspected and certified to conform to the requirements specified by IPC-A-610, Acceptability of Electronics Assemblies FAR/ DFAR Flow down Provisions

25. Where called out, the seller must comply and flow down DFAR clause 252.225- 7014: Preference for Domestic Specialty Metals (latest Rev) and Alternate 1 (latest revision). Inspection Provisions

26. Supplier is to provide First Article Inspection documentation to AS9102 Standard (Latest Revision) with shipment if applicable. The First Article piece should be tagged as such.

27. All requirements stated on the purchase order that are applicable to sub-tier suppliers, shall be flowed down via purchasing documents, including any key characteristics that have been identified.

Shelf-life Provisions

28. The supplier is required to provide product that has a remaining shelf life of at least 75% of the original shelf life at date of shipment.
29. Any material with an expiration date shall be accompanied by shelf life documentation.

Unique to Purchase Order

30. Special process suppliers shall require approval by Imperial Electronic Assembly, Inc and their appropriate customer.

31. All quality records (non-electronic) shall be documented in ink or other permanent marking.

32. The following must be requested in writing to the Buyer and approved in writing from Imperial Electronic Assembly, Inc. prior to incorporation:
        • An anomaly noted in a drawing or specification that could result in a nonconformance.
        • Lack of clarity or definition in a drawing or specification.
        • A request for an alternate method to a quality system requirement.

33. Standards of Business Ethics and Conduct: This clause shall be flowed to subordinate suppliers at all levels.
        a. Buyer will conduct its business fairly, impartially, and in an ethical and proper manner.
        b. Seller shall conduct its business fairly, impartially, and in an ethical and proper manner.
        c. Supplier shall implement an awareness program to ensure employees understand their
        contribution to Product/Service conformity, product safety, and the importance of ethical behavior.

Confidentiality Statement

34. It is understood and agreed to that the discloser of confidential information may provide certain information that is and must be kept confidential.

To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that the Confidential Information to be disclosed can be described as and includes:

Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.

The Recipient agrees not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.