

GENERAL TERMS AND CONDITIONS OF PURCHASE

Applegate EDM General Terms and Conditions of Purchase are applicable to all purchase orders;

- 1) Applegate EDM General Terms and Conditions of Purchase are applicable to orders for products or services in support of a U.S. Government Department of Defense Prime Contract or higher-tier subcontract except when Seller's product or service meets the definition of a commercial item at FAR 2.101.
- 2) Definitions
 - A) "Buyer" means Applegate EDM, Inc., or any subsidiary, affiliate, partnership, or joint venture identified on the face of this purchase order.
 - B) "Buyer's Purchasing Representative" means the Applegate EDM, Inc., person authorized to execute and/or make changes to this purchase order.
 - C) "Purchase Order" means this instrument of contracting including the General Terms and Conditions of Purchase referenced herein and all referenced supplements, documents, exhibits, attachments, and any other agreements incorporated by reference within this purchase order.
 - D) "Seller" means the party identified on the face of the purchase order that is contracting with Buyer.
- 3) PO Attachments and Terms and Conditions are accessible via the following URL:
<http://www.applegatedm.com/about.html>
 - A) By Seller's acceptance of the purchase order, Seller acknowledges its counterfeit risk mitigation obligations pursuant to these terms and conditions, that (i) the goods to be delivered here under shall be and only contain materials obtained directly from the original component manufacturer (OCM) or the original equipment manufacturer (OEM), (collectively, the original manufacturer (OM)) or an authorized OM Reseller or Distributor; (ii) not be or contain counterfeit items, as defined in procedure SP-09, Counterfeit Parts Prevention, and (iii) contain only authentic, unaltered OM labels and other markings. Further, Seller shall notify Buyer in writing immediately in the event that any material to be delivered cannot be procured in accordance with this requirement and Seller must obtain Buyer's prior written authorization if an alternate source is required and for any deviation from the counterfeit risk mitigation requirements applicable to this purchase order. The contents of this paragraph shall be flowed to Seller's suppliers at all tiers.
- 4) If a DPAS rating is shown on the face or any line of this purchase order, then this is a "DPAS Rated" order certified for National Defense Use, and you are required to follow all the provisions of the Defense Priorities and Allocations System Regulation (15 CFR 700 et seq.). All "DPAS Rated" orders must be accepted or rejected as follows:
 - A) "DO" rated POs must be accepted or rejected in writing (hardcopy), or in electronic format, within 15 working days after order receipt;
 - B) "DX" rated POs must be accepted or rejected in writing (hardcopy), or in electronic format, within 10 working days after order receipt;
 - C) Rejection of "DO" or "DX" orders must be in writing (hardcopy), or in electronic format, giving the specific reasons for the rejection;
 - D) If, after acceptance of this order, Seller subsequently finds that shipment or performance will be delayed, Seller must notify the Buyer immediately in writing (hardcopy), or in electronic format, give reasons for the delay, and advise new shipment or performance date.

If both DPAS rated and unrated PO quantities are reflected in this order, you are only required to follow the DPAS regulation as it pertains to the DPAS rated quantities.

5) Payment Terms:

Payment due date will be calculated using the number of days shown on the first page of this Purchase Order. Unless a shorter period is indicated on the first page of this purchase order, payment due date will be calculated using 33 days when goods and services provided by Seller and provided to Buyer's U.S. Government customer on a cost, time & material or progress payment financing basis and payment due dates for all other procurements of good or services will be calculated using 60 days. Calculations of payment due dates will commence from the date a complete and accurate invoice in accordance with the purchase order requirements and compliant with Applegate EDM's instructions is received by Applegate EDM's (AEDM) Accounts Payable department. Purchase order number(s) must appear on all such invoices. AEDM Accounts Payable processes all invoice payments once a week on Tuesday. Payments shall be rendered to Seller on the first Friday following the net payment date. When the first Friday following a scheduled payment date is a holiday, the payment shall be made on the next U.S. business day.

6) Conflict Minerals: If Seller is providing goods to Buyer under this purchase order, Seller shall use commercially reasonable efforts to:

- A) Identify whether such goods contain Tantalum, Tin, Tungsten or Gold;
- B) Conduct a reasonable country or origin inquiry regarding the origin of such minerals in such goods to determine whether such minerals originated in covered countries, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act; and
- C) Conduct due diligence on the chain of custody of the source of any materials originating in covered countries to identify the smelter of said minerals; and
- D) Assist Buyer in conducting reasonable due diligence concerning the smelters of such minerals. Seller shall include the substance of this section (9) Conflict Minerals in any agreement between Seller and its lower tier suppliers. Seller shall provide Buyer with reasonable documentation of Seller's and its lower tier suppliers' due diligence efforts, in a format prescribed by Buyer, when requested by Buyer to enable disclosure to the Securities and Exchange Commission.

7) This contractor (also known as Buyer) and subcontractor (also known as Seller) 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 original, protected veteran status or disability. Also, to the extent applicable, the employee notice requirements set forth in 29 CFR, Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract, subcontract or purchase order.

8) If Seller is proposing under the Small Business Administration Section 8(D) Subcontracting Program, by accepting this purchase order Seller hereby acknowledges and certifies that its business size and its small business status as stated is current, accurate and complete as of the date of Seller's offer for this purchase order.

9) If this purchase order forms the whole or part of a sale by Buyer of defense articles or defense services being sold in support of a foreign military sale or commercially to or for the use of the Armed Forces of a foreign country or international organization, Seller shall upon acceptance of this order, or within ten (10) days of being requested by Buyer to do so, complete IN-009 "International Traffic in Arms Regulations Certificate and Reporting of Political Contributions, Fees, or Commissions", in furtherance of the requirements stipulated in Part 130 of the International Traffic in Arms Regulations, 22 CFR §§130.9 and 130.10.

- 10) In accordance with DFARS 25.2.204-7008 "Compliance with Safeguarding Covered Defense Information Controls" Seller shall indicate whether deviation from any of the security requirements in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations, <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the prime contract solicitation is issued is anticipated in the performance of the purchase order by Seller or contractors at any tier.
- 11) In accordance with DFARS 252.239-7009 "Representation of Use of Cloud Computing" Seller shall indicate whether the use of cloud computing is anticipated in the performance of the purchase order by Seller or contractors at any tier.
- 12) By Seller's acceptance of this purchase order, Seller acknowledges its obligations under the export/import controls. Seller shall notify Buyer if any deliverable under this purchase order, for which the Seller is the design authority, is subject to the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), before providing Buyer any deliverable subject to the ITAR or the EAR, Seller shall provide the export classification of any such deliverable in writing through a Buyer-approved certification method.
- Note: The only persons allowed on Applegate EDM, Inc. premises will be US citizens or Permanent Residents. Supporting proof/documentation must be presented at time of arrival.**
- Note: MSDS must accompany each shipment of hazardous material.**
- 13) With the exception of work under DPAS rated orders, commencement of performance of the work called for by this PO in the absence of Seller's written acknowledgement thereof shall be deemed acceptance of this PO as written.
- 14) By acknowledging this purchase order, you (Seller) hereby certify that you and/or any of your principals – are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
- 15) Hazardous Material Regulations – All shipments of hazardous materials must comply with IATA and regulations in CFR49 as applicable, covering description, proper shipping name, class, label, packaging and other requirements.

QUALITY AND PURCHASING CLAUSES AND REQUIREMENTS SECTION

QUALITY/ISO/AS9100 CLAUSE:

Applicable Applegate EDM requirements can be found within this document.

Please send all Certificates of Conformance, test data, and applicable information per special instructions in this section to the Buyer listed on page 1 of this PO. Ensure the identifying purchase order number is included on all correspondence and documentation sent.

If you have questions or concerns, contact your Applegate EDM Buyer listed on page 1 of this PO.

Applegate EDM Requirement 1

Counterfeit Parts Prevention

Seller's Risk Mitigation: Seller shall maintain a Counterfeit Item risk mitigation process internally and with its suppliers using SAE AS5553 as a guide.

The Seller shall participate in the Government Industry Data Exchange Program (GIDEP) monitoring and acting on GIDEP reports which affect product delivered to the Buyer. When suspect or confirmed counterfeit item(s) associated with this purchase order are discovered, the Seller shall issue a GIDEP report and shall ensure suspect counterfeit items are not delivered to Applegate EDM. Seller shall immediately notify Applegate EDM with the pertinent facts if Seller becomes aware or suspects that items delivered in accordance with the Applegate EDM purchase order are or contain suspect or counterfeit items. When requested by Applegate EDM, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. Seller shall provide evidence of the Sellers risk mitigation process to the Applegate EDM Buyer upon request. Seller shall purchase material directly from OEMs or OCMs or from Authorized Distributors of OEMs or OCMs and shall obtain approval from the Applegate EDM Buyer if items required to satisfy this order cannot be procured from these sources.

Seller shall present complete and compelling evidence to support any request to procure from sources other than OEMs or OCMs or their Authorized Distributors and include in the request all actions completed to ensure the parts thus procured are not Counterfeit items. The Seller's supporting documentation shall also include:

- Results of authentication test and analysis conducted (using AS5553 as a guide)
- Traceability with identification of all supply chain intermediaries wherever such traceability exists
- Identification of and traceability to the source for any remarked or resurfaced material.

Seller is not authorized to deliver any item procured from sources other than OEMs or OCMs, or their Authorized Distributors without prior written authorization from the Applegate EDM Buyer.

- The Seller shall segregate and provide traceability identifiers (i.e., Date Code/Lot Code, serial number) for all items delivered to Applegate EDM which contain an item procured from sources other than OEM or OCM or their Authorized Distributors.

Seller shall flow down to, and ensure compliance with this requirement, by lower tier suppliers providing items for delivery to Applegate EDM under this order.

Applegate EDM Requirement 2 Foreign Object Damage (FOD) Prevention

The Seller shall establish and maintain an effective Foreign Object Damage (FOD) Prevention Program to reduce FOD using NAS412 as a guideline. The Seller's program shall utilize effective FOD prevention practices. The program shall be proportional to the sensitivity of the design of the product(s) to FOD, as well as, to the FOD generating potential of the manufacturing methods.

The written procedures or policies developed by the Seller shall be subject to review and audit by the Buyer and/or government representative and disapproval when the Seller's procedures or policies do not accomplish their objectives.

PARTS WILL BE PACKED IN ACCORDANCE WITH COMMERCIAL PACKAGING TO A LEVEL THAT IS CAPABLE OF PREVENTING THE INTRODUCTION OF FOREIGN OBJECTS.

Applegate EDM Requirement 3 Non-Conforming Material

When it is determined that the supplier is responsible for the root cause of the non-conforming material, Applegate EDM requires that timely and effective corrective action be taken. Failure to comply with this requirement will result in escalation to upper management and possible removal from the Applegate EDM approved supplier list.

Applegate EDM requires written notification of any non-conformances that may be discovered affecting previously delivered product. Applegate EDM will not accept delivery of known nonconforming product without the prior written approval of the Applegate EDM Purchasing Agent.

Applegate EDM Requirement 4 Change Notification

Applegate EDM requires notification of any process changes, product changes, changes in production facilities or tool design changes. Applegate EDM retains the right of access by the organization, their customers and regulatory authorities to all facilities involved in the order and to all applicable records.

Applegate EDM Requirement 5 Test Coupons

Purchase orders requiring the submission of test coupons to validate processes performed in accordance with purchase order requirements can be waived when the process is performed by a supplier or sub-tier supplier that is currently NADCAP certified for the required process. Documentation demonstrating current NADCAP certification shall be included with each shipment.

Applegate EDM Requirement 6 Purchasing Information Flow Down

Suppliers will flow down all applicable requirements of the purchase order to their suppliers to insure conformance with all specifications, drawings, quality systems requirements (i.e., ISO9001, AS9100, or other), regulations, public laws and other requirements as may be specified in the purchase order.

Applegate EDM Requirement 7 Confirming Purchase Order

THIS IS A CONFIRMING PURCHASE ORDER. PLEASE DO NOT DUPLICATE SHIPMENTS OR SERVICES.

Applegate EDM Requirement 8 Communication Having Contractual Impact

All communication, technical guidance and instructions having contractual impact shall be accomplished directly between the Buyer and the Supplier's authorized representative. No contract or specification deviations shall be made without written authorization from the Buyer. The Supplier will not receive compensation in any form for unauthorized activity from Applegate EDM.

Applegate EDM Requirement 9 Contract Date

The CONTRACT DATE on this purchase order is the required RECEIPT DATE at OUR DOCK. Materials received on this contract date, or up to TEN days early will be considered "ON TIME". Continued "ON TIME" delivery performance may, at our option, result in increased business opportunities.

Materials received prior to TEN DAYS EARLY will be considered "EARLY". Unless authorized by the Buyer, materials received "EARLY" shall be:

- a) subject to complete return, freight collect, to the Seller; or
- b) the standard payment cycle terms on the face of the purchase order shall begin no sooner than TEN DAYS prior to the CONTRACT SCHEDULE DATE for delivery.

Materials received later than the CONTRACT DATE will be considered "LATE". Materials expected to arrive "LATE" should be shipped the fastest means possible "AT SUPPLIER EXPENSE" per the terms and conditions of this purchase order. Failure to ship "LATE" materials FREIGHT PREPAID will result in the bill back of freight charges.

Applegate EDM Requirement 10 Material Supplied by Applegate EDM, Inc. or Its Customer

- a) Applegate EDM may provide to Seller property owned by either Applegate EDM or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract / Purchase Order.
- b) Title to Furnished Property shall remain in Applegate EDM or its customer. Seller shall clearly mark (if not so marked) all Furnished Property to show its ownership.
- c) Except for reasonable wear and tear, Seller shall be responsible for, and shall promptly notify Applegate EDM of, any loss or damage. Without additional charge, Seller shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice.
- d) At Applegate EDM's request, and/or upon completion of the Contract, Seller shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by Applegate EDM.
- e) The Government Property Clause contained in this Contract shall apply in lieu of paragraphs a) through d) above with respect to Government-furnished property, or property to which the Government may take title under this Contract.

Applegate EDM Requirement 11 Tooling Inspection and Reports by Seller

Complete inspection of tools under this purchase order/contract shall be accomplished by quantitative inspection results will be recorded on a report form approved by Applegate EDM's Tooling Inspection and/or Purchasing representative. Copies of the inspection report shall accompany each shipment to Applegate EDM. Applegate EDM's Tooling Inspection will maintain surveillance of Seller's tool fabrication and inspection to verify inspection points and results of inspection.

Applegate EDM Requirement 12 Tooling Accountability (if applicable)

Seller is responsible for maintaining accountability (count, identification and condition) of customer-furnished tooling. Records shall be maintained as proof of periodic maintenance and calibration.

Applegate EDM Requirement 13 Distributor's Quality Management System

As applicable.

Applegate EDM Requirement 14 Applegate EDM's Inspection System Requirements

Per Documentation or Instructions on the Purchase Order that includes the name/product description or other positive identification, and listed specifications, drawings, process requirements, inspection instructions, and other relevant technical data (e.g. revision level).

Applegate EDM Requirement 15 No Changes Without Approval

No changes are allowed to the Purchase Order without express written consent from Applegate EDM, Inc.

Applegate EDM Requirement 16 Purchasing Information Flow Down (AS9100)

Suppliers will flow down all applicable requirements of the purchase order to their suppliers.

Applegate EDM Requirement 17 MRB Authority Withheld

No MRB Authority without express written consent form Applegate EDM, Inc.

Applegate EDM Requirement 18 First Article

All First Articles must be on a current AS9102 form.

Applegate EDM Requirement 19 Supplier Maintained Data (7 Years)

Suppliers must maintain data (when required) for seven (7) years unless otherwise specified on the Purchase Order.

Applegate EDM Requirement 20 Certificate of Conformance (C of C)

C of C must ship with order when C of C is required on Purchase Order.

Applegate EDM Requirement 21 Supplier Change Request/Notification for Applegate Approval

No changes can be made to the Purchase Order without written approval from Applegate EDM, Inc.

Applegate EDM Requirement 22 Calibration Traceability

For calibration Purchase Orders, all gauges and instruments must be calibrated using standards whose accuracies are traceable to the National Institute of Standards and Technology, the General Conference of Weights and Measures, or fundamental or natural physical constants. All provided calibration certifications must specifically state this traceability.

Applegate EDM Requirement 23 Employee Awareness

Suppliers shall ensure that persons in their employ are aware of their contribution to product or service conformity, including awareness of their contribution to product safety and the importance of ethical behavior.

Applegate EDM Requirement 24 On-Time Delivery and Product Conformity

External provider performance is monitored and recorded to ensure on-time delivery and product conformity measurements, including adherence to these Terms and Conditions.