



American Standard Circuits

Creative Innovations In Flex, Digital & Microwave Circuits

American Standard Circuits, Inc. Purchase Order Terms and Conditions

1. Acceptance

The purchase order is an offer by American Standard Circuits, Inc. (the "Buyer") for the purchase of the goods (the "Goods") or services (the "Services") specified, from the party to whom the purchase order is addressed (the "Seller") in accordance with and subject to these terms and conditions (the "Terms"; together with the terms and conditions on the face of the purchase order, the "Order"). This Order will be deemed accepted by the Seller upon the first of the following to occur: (a) Seller making, signing, or delivering to Buyer any letter, form, or other writing or instrument acknowledging acceptance; (b) any performance by Seller under the Order; or (c) the passage of ten (10) days after Seller's receipt of the Order without written notice to Buyer that Seller does not accept. This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order, unless a separate overriding written contract has been entered into and signed by the parties. The Order expressly limits Seller's acceptance to the terms of the Order. These Terms expressly exclude any of Seller's terms and conditions of sale or any other document issued by Seller in connection with this Order.

2. Delivery

Seller shall deliver the Goods and/or perform the Services at the delivery point (the "**Deliver Location**"), and on the date(s) specified in this Order (the "Delivery Date"). If no delivery date is specified, Seller shall deliver in full within a reasonable time of receipt of the Order. Timely delivery is of the essence. If Seller fails to deliver the Goods or Services in full, on the Delivery Date, Buyer may terminate the Order immediately and Seller shall indemnify Buyer against any losses, damages, and reasonable costs and expenses attributable to Seller's failure to deliver.

3. Inspection

Buyer reserves the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may reject all or any portion of the Goods if it determines the Goods are defective or nonconforming. If Buyer requires replacement of the Goods, pursuant to Section 4, Seller shall promptly replace the nonconforming Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Order for cause pursuant to Section 8. Any inspection or other action by Buyer under this Section shall not affect Seller's obligations under the Order, and Buyer shall have the right to further inspection after Seller takes remedial action.

4. Cumulative Remedies

The rights and remedies under this Order are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. If Seller is in breach of the warranties set out in Section 9, Seller will, at its sole cost, replace or repair the Goods or re-perform Services to Buyer's satisfaction.

5. Price and Payment

The price of the Goods or Services is the price stated on the face of this Order (the "**Price**"). Seller shall invoice Buyer for the Order within thirty (30) days of delivery. Unless otherwise stated in the Order, Buyer shall pay all properly invoiced amounts due to Seller based on payment terms on the face of the purchase order after receipt of such invoice, except for any amounts disputed by Buyer. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute. Without prejudice to any other right or remedy, Buyer reserves the right to set off any amount owing to it by Seller against any amount payable by Buyer to Seller. Payment of an invoice is not evidence or admission that the Goods or Services meet the requirements of the Order.

6. Hazardous Wastes

If at any time Seller generates any hazardous waste(s) on Buyer's property or site, as defined in 40 C.F.R. §261.3, Seller will immediately notify Buyer and Seller will comply with Buyer's policies and practices, and any applicable law, regarding management of hazardous wastes.

7. Change Order

Buyer may, from time to time, initiate changes by issuing to Seller written notices (each, a "**Change Order**") that alter, add to, or deduct from the Goods or Services, but that are otherwise subject to the Terms of this Order. Seller will promptly comply with the terms of any Change Order.

8. Termination

Buyer may terminate this Order, in whole or in part, for any reason upon thirty (30) days' prior written notice to Seller. In addition to any remedies provided herein, Buyer may terminate this Order with immediate effect, either before or after acceptance of Goods or Services, if Seller has breached any of the Terms herein. If the Seller becomes insolvent, commences or has commenced by it or against it bankruptcy proceedings, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Order. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods or Services received and accepted by Buyer prior to the termination.

9. Warranties

Seller warrants to Buyer that for a period of eighteen (18) months from the Delivery Date, all Goods, Services or Goods furnished in connection with Services will: (a) be new and free from any defects in workmanship, material and design; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; (d) be free and clear of all liens, security interests or other encumbrances; and (e) not infringe or misappropriate any third party's intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance. If Buyer gives Seller notice of noncompliance, Seller shall, at its own cost and expense, promptly replace or repair the nonconforming Goods or Services.

10. Indemnification

Seller shall defend, indemnify, and hold harmless Buyer and Buyer's parent company, its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders, and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, action, judgment, interest, penalty, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder (collectively, "Losses") arising out of or occurring in connection with Seller's performance of its obligations or Seller's negligence, willful misconduct or breach of the Terms of this Order or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Seller shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.

11. Confidential Information

All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) rightfully and legally known to the Seller at the time of disclosure; or (c) rightfully and legally obtained by the Seller on a non-confidential basis from a third party.

12. Insurance

Seller shall, at its own expense, maintain, and carry insurance in full force and effect with financially sound and reputable insurers, which includes: (a) commercial general liability (including product liability) in a sum no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; (b) workers' compensation insurance in compliance with the applicable laws of each jurisdiction affected by the Order; (c) if the Seller will use or provide for use of motor vehicles in providing and/or performing the Order, automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with limits of no less than \$1,000,000. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance evidencing the coverage specified in this Order.

13. Compliance with Law

Seller warrants and represents to Buyer that it is in compliance with and shall remain in compliance during performance of this Order and ensure that its employees, agents, contractors and subcontractors (the "**Personnel**") comply with Buyer's Supplier Code of Ethics, available on Buyer's website, and all applicable laws, regulations and ordinances, including, without limitation, the Mine Safety and Health Act, Occupational Safety and Health Act, Toxic Substances Control Act, and Foreign Corrupt Practices Act. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits required by law to carry out its obligations under the Order. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. If Seller fails to comply with the laws, orders, rules, ordinances and regulations and as a result Buyer is fined, Seller agrees to pay the fine and costs incident thereto or reimburse Buyer for payment. To the extent that Seller's Personnel are required to enter onto Buyer's site or property, Seller shall ensure that Personnel comply with Buyer's health, safety and environmental policies and standards.

14. Shipping Terms

Delivery shall be made in accordance with the Terms of this Order. The Order number must appear on all documents pertaining to the Order, invoices, packing lists, correspondence, and all shipping documents. Seller shall not substitute material or ship more than the quantity ordered. Supplier shall be solely responsible for and pay, all costs of delivering the Goods to the Delivery Location, including, without limitation, all shipping and freight costs and all duties, fees, tariffs or similar analogous taxes on imports/exports of the Goods ("Customs Duties"). Supplier will take all reasonable steps to minimize Customs Duties costs.

15. Taxes

Unless specified otherwise on the face of the Order, the prices are inclusive of, and Seller shall be solely responsible for and pay, all federal, state, and local taxes, including, but not limited to, value added tax, goods and services tax, sales, use or consumption tax. No sales or use tax shall be added when a valid tax exemption is indicated on the face of this Order by the Buyer.

16. Title and Risk of Loss

Unless otherwise specified in the Order, risk of loss of the Goods remains with Seller and title will not pass to Buyer until the Goods are delivered to and accepted by Buyer at the Delivery Location.

17. Force Majeure

Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party ("**Force Majeure Event**"). *Force Majeure* Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, terrorist acts, riots, strike, or embargoes. Seller's

economic hardship or changes in market conditions are not considered *Force Majeure* Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any *Force Majeure* Event are minimized and resume performance under the Order. If a *Force Majeure* Event prevents Seller from performance for a continuous period of more than fifteen (15) business days, Buyer may terminate this Order immediately by giving written notice to Seller.

18. Waiver and Release of Liens

Upon Seller receipt of amounts properly invoiced, Seller waives and releases all rights to, for itself and its subcontractors, and at its sole cost shall obtain prompt removal of any lien fixed against Buyer, for Goods or Services performed under this Order.

19. Relationship of the Parties

The Seller is an independent contractor of Buyer. Nothing contained herein shall be construed as creating any agency, partnership, employment or fiduciary relationship. Neither party shall have authority to bind the other party in any manner whatsoever.

20. Governing Law and Venue

All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the state of Illinois. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the federal and/or state, provincial or territorial courts in the state of Illinois on the Order and the courts of appeal from them.

21. Notices

All notices, consents, claims, demands, waivers and communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (return receipt requested, postage prepaid). A Notice is effective only upon receipt of the receiving party, and if the party giving the Notice has complied with the requirements of this Section 21.

22. Inconsistent Terms

The terms found on the face of this Order shall govern over the terms and conditions herein. Any separate written overriding agreement signed by both parties shall govern over the terms of the Order.

22. Services

Any Seller that may perform Services represents itself as qualified and able to perform. Seller shall perform Services pursuant to the industry standard of care. Buyer will furnish materials, equipment and machinery only if and to the extent set forth in the Order. Seller will report immediately to Buyer any event or circumstance which Seller knows or reasonably suspects is, or results from, a violation of Buyer's policies or law set forth herein. Seller will, at its sole cost and expense, repair or replace any real or personal property belonging to Buyer that Seller, its employees or agents may damage, destroy or remove while performing or result from performing this Order.

23. Survival

Provisions of this Order which by their nature should apply beyond any termination of this Order will remain in effect for the period expressed within the Section but not longer than a period of two (2) years.

24. Severability

If any term or provision of this Order is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Order or invalidate or render unenforceable such term in any other jurisdiction.

25. Miscellaneous

Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without Buyer's prior written consent. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment shall relieve the Seller of any of its obligations hereunder. No modification, alteration or amendment of the Order shall be binding unless agreed to in writing and signed by Buyer. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order by Buyer shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or privilege hereunder preclude any other exercise of any additional right, remedy, or privilege.

26. Quality System Requirements

Seller shall provide within their quality management systems, as a minimum, provisions to comply with the following ISO 9001/AS9100 clauses:

4.2.4 Control of Records

8.5.2 Corrective Action

27. Quality Requirements

Seller shall meet ASC PROVIDER QUALITY REQUIREMENTS QMS-008 [1 \(asc-i.com\)](http://asc-i.com). Seller shall also grant ASC and / or its customer the right of entry to all provider facilities to determine and verify product quality and accessibility to all quality records.

28. Supplier Code of Conduct

Seller agrees to abide by ASC's Supplier code of conduct which is published on our web site https://www.asc-i.com/files/6514/5946/7688/ASC_Supplier_Code_of_Conduct.pdf

29. Conflict Materials

Seller agrees to abide by ASC's Conflict Materials policy which is published on our web site https://www.asc-i.com/files/6014/9747/7375/ASCs_Counterfeit_Materials_Prevention_Policy.pdf

29. Government Contract Provisions

The following are applicable if the Purchase Order indicates that it has been issued under a Department of Defense prime contract or subcontract thereunder, the Seller agrees that the following provisions shall apply and will prevail in the event of any inconsistency with the forgoing terms and conditions. Seller agrees to flow down appropriate provisions in each subcontract associated with the Purchase Order. The following Federal and Department of Defense Federal Acquisition Regulations are incorporated herein by reference:

A. APPLICABLE TO ALL ORDERS:

Dodd-Frank Act, Section 1502 - Conflict Minerals

52.203-3 Gratuities

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity

52.204-2 Security Requirements

52.211-5 Material Requirements

52.215-14 Integrity of Unit Prices

52.215-15 Pension Adjustment and Asset Reversions

52.215-18 Reversions or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions

52.215-19 Notification of Ownership Changes

52.222-21 Prohibition of Segregated Facilities

52.222-26 Equal Opportunity

52.222-41 Service Contract Act of 1965

52.222-50 Combating Trafficking in Persons

52.223-3 Hazardous Material Identification and Material Safety Data (Alt I applies if this order is for other than DoD)

52.223-7 Notice of Radioactive Materials (subsection (a) shall read "15 days")

52.224-2 Privacy Act

52.225-1 Buy American Act - Supplies

52.225-2 Buy American Act Certificate

52.225-3 Buy American Act - Free Trade Agreements - Israeli Trade Act

52.225-5 Trade Agreements

52.225-8 Duty-free Entry

52.225-13 Restrictions on Certain Foreign Purchases

52.227-1 Authorization and Consent

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement

52.227-9 Refund of Royalties

52.227-10 Filing of Patent Applications - Classified Subject Matter

52.227-11 Patent Rights - Ownership by the Contractor (references to "Government", "Contracting Officer" and "Contractor" as contained in this clause remain

unchanged)

52.227-14 Rights in Data - General

52.229-3 Federal, State, and Local Taxes

52.232-40 Providing Accelerated Payments to Small Business Subcontractors.

52.233-3 Protest After Award

52.234-1 Industrial Resources Developed Under Defense Production Act Title III

52.236-13 Accident Prevention

52.244-6 Subcontracts for Commercial Items

52.245-1, Alt. I Government Property (except in clauses (e)(1),(e)(2)(ii),(e)(3)(i),(f)(1)(ii), the term "Government" shall remain)

52.245-9 Use and Charges

52.246-2 Inspection of Supplies - Fixed Price

52.246-4 Inspection of Services - Fixed Price

52.246-16 Responsibility for Supplies

52.247-63 Preference for U.S. Flag Air Carriers

52.247-64 Preference for Privately Owned U.S. Flag Commercial Vessels

252.204-7000 Disclosure of Information

252.204-7008 Compliance with Safeguarding Covered Defense Information Controls

252.204-7009 Limitations on the Use and Disclosure of Third-Party Contractor Reported Cyber Incident Information

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting

252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors

252.204-7015 Disclosure of Information to Litigation Support Contractors

252.222-7007 Representation Regarding Combating Trafficking in Persons

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials

252.225-7001 Buy American Act and Balance of Payments Program

252.225-7013 Duty-Free Entry

252.225-7014 - Alt I Preference for Domestic Specialty Metals (JUN 2005), Alt. I (APR 2003)

252.225-7016 Restriction on Acquisition of Ball and Roller Bearings

252.225-7025 Restrictions on Acquisition of Forgings

252.225-7028 Exclusionary Policies and Practices of Foreign Governments

252.225-7030 Restriction on Acquisition of Carbon Alloy and Armor Steel Plate

252.225-7036 Buy American Act - Free Trade Agreements - Balance of Payments Program

252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States.

252.227-7013 Rights in Technical Data - Noncommercial Items (the term "Government" shall remain through this clause, the term "Contracting Officer" shall mean both "Contracting Officer and Buyer")

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (the term "Government" shall remain

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throughout this clause, the term "Contracting Officer" shall mean both "Contracting Officer and Buyer")

252.227-7016 Rights in Bid or Proposal Information

252.227-7019 Validation of Asserted Restrictions - Computer Software

252.227-7025 Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends

252.227-7030 Technical Data - Withholding of Payment

252.227-7037 Validation of Restrictive Markings of Technical Data

252.228-7001 Ground and Flight Risk

252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles (the term "Government" shall mean "Government and Buyer")

252.229-7011 Reporting of Foreign Taxes - U.S. Assistance Programs.

252.239-7010 Cloud Computing Services.

252.239-7018 Supply Chain Risk

252.243-7001 Pricing of Contract Modifications

252.244-7000 Subcontracts for Commercial Items

252.246-7001, Alt I Warranty of Data

252.246-7003 Notification of Potential Safety Issues

252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System.

B. ALL ORDERS GREATER THAN \$3,500

52.222-54 Employment Eligibility Verification

52.223-18 Contractor Policy to Ban Text Messaging While Driving

C. ALL ORDERS GREATER THAN \$10,000

52.222-40 Notification of Employee Rights Under the National Labor Relations Act

D. ALL ORDERS GREATER THAN \$15,000

52.222-20 Walsh-Healey Public Contracts Act

52.222-36 Affirmative Action for Workers With Disabilities

E. ALL ORDERS GREATER THAN \$30,000

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards

F. ALL ORDERS OF \$50,000 OR GREATER

52.211-15 Defense Priority and Allocation Requirements

G. ALL ORDERS OF \$100,000 OR GREATER

52.203-6 Restrictions on Subcontractor Sales to the Government

52.203-7 Anti-Kickback Procedures

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009

52.215-2 Audit and Records - Negotiation

52.215-14 Integrity of Unit Prices (except for paragraph (b) of this clause)

52.219-8 Utilization of Small Business Concerns

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation

52.222-35 Equal Opportunity for Veterans

52.222-37 Employment Reports on Veterans

52.223-14 Toxic Chemical Release Reporting (except its subparagraph (e))

252.225-7008 Restriction on Acquisition of Specialty Metals (applies to Purchase Orders for delivery of specialty metals as end items)

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (applies if aircraft, missile or space systems, ships, tank or automotive items, weapon systems, or ammunition contain specialty metals; paragraph (d) is deleted)

252.225-7010 Commercial Derivative Military Article - Specialty Metals Compliance Certificate (applies to Purchase Orders that contain DFARS Clause 252.225-7009)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement

52.248-1 Value Engineering

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies

252.249-7002 Notification of Anticipated Contract Termination or Reduction

H. ALL ORDERS GREATER THAN \$500,000

52.209-7 Information Regarding Responsibility Matters

52.222-56 Certification Regarding Trafficking in Persons Compliance Plan

252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

J. ALL ORDERS OF \$700,000 OR GREATER

52.219-9 Small Business Subcontracting Plan

252.219-7003 Small Business Subcontracting Plan (DoD Contracts)

52.230-2 Cost Accounting Standards (except its subparagraph (b))

52.230-3 Disclosure and Consistency of Cost Accounting Practices (except its subparagraph (b))

52.230-5 Cost Accounting Standards - Educational Institution

52.230-6 Administration of Cost Accounting Standards

52.214-26 Audit and Records - Sealed Bidding

52.214-27 Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding

52.214-28 Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding

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52.215-10 Price Reduction for Defective Cost or Pricing Data

52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications

52.215-12 Subcontractor Cost or Pricing Data

52.215-13 Subcontractor Cost or Pricing Data - Modifications

52.215-20 Requirements for Cost or Pricing Data Other Than Cost or Pricing Data

52.215-22 Limitations on Pass-Through Charges - Identification of Subcontract Effort (DoD Only)

52.215-23 Limitations on Pass-Through Charges

252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States

K. ALL ORDERS GREATER THAN \$1 MILLION

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements

L. ALL ORDERS GREATER THAN \$1.5 MILLION

252.211-7000 Acquisition Streamlining