



50151 SUPPLIER TERMS AND CONDITIONS

1. dti™ reserves the right of final approval of products, procedures, processes and equipment.
2. All special processes required by this Purchase Order must be performed by qualified personnel.
3. Our organization reserves the right to review and approve the Supplier's Quality Management System. Standard QMS Requirements include:
 - a. Suppliers providing special processing must maintain a system for validating processes.
 - b. Customer Directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer in question.
 - c. Suppliers initially approved for use via Certification (ISO9001, AS9100, ISO17025, AS9120, etc.) must notify our organization of any changes to that certification.
4. The Supplier shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data. Unless noted otherwise on Purchase Order, the latest level is to be used.
5. dti™ reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics.
6. dti™ reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
7. The Supplier is required to:
 - a. Notify dti™ of nonconforming product.
 - b. Obtain dti™ approval for nonconforming product disposition.
 - c. Products that have a cure date must have at least a 75% shelf life left on it.
 - d. Flow down to the supply chain all applicable requirements, including customer requirements.
 - e. Follow the Supplier's Code of Conduct regarding forced labor and human trafficking.
 - f. Certify the materials incorporated into their product comply with all applicable laws regarding human trafficking of the country or countries in which they are conducting business.
 - g. To fully cooperate and to allow dti™ to conduct audits, investigations, or other actions to ascertain compliance with the dti™ anti-trafficking policies and any governing laws or regulations pertaining to human trafficking.
 - h. To take appropriate corrective measures if human trafficking is found within the suppliers' operations and enforce disciplinary action, including, but not limited to, termination of business relationships if suppliers do not take appropriate corrective measures.
8. The Supplier is required to retain all records associated with the Purchase Order for a period of no less than 11 years, unless otherwise specified. Records that have reached the end of their retention period may be destroyed unless otherwise specified.
9. Right of access by dti™, our customer and regulatory authorities to the applicable areas of all facilities, at all levels of the supply chain, involved in the order and to all applicable records.

10. In performing the obligations of this agreement, both parties will comply with the United States export control and sanctions laws, regulations, and orders, as they may be amended from time to time, applicable to the export and re-export of goods, software, technology, or technical data ('items') or services, including without limitation the Export Administration Regulations ('EAR'), International Traffic in Arms Regulations ('ITAR'), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control (collectively, 'Export Control Laws').

11. DPAS Rating.

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).

All "DPAS rated" orders must be accepted or rejected as follows:

- a. "DX" rated POs must be accepted or rejected in writing (hardcopy), or in electronic format, within 10 working days after order receipt.
- b. "DO" rated POs must be accepted or rejected in writing (hardcopy), or in electronic format, within 15 working days after order receipt.
- c. Rejection of "DO" or "DX" orders must be in writing (hardcopy), or in electronic format, giving the specific reason for the rejection.
- d. If, after acceptance of this order, vendor subsequently finds that shipment or performance will be delayed, vendor must notify the buyer immediately in writing (hardcopy), or in electronic format, give reasons for the delay and advise of a 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.

12. All vendors providing Calibration Services must:

- a. Maintain Certification to ISO17025 (or equivalent)
- b. Provide reporting of "As Found" and "As Left" status if the item is found to be out of tolerance.
- c. Identify Calibration Standards used.
- d. Utilize Calibration Standard traceable to NIST.