

Cletronics, Inc.

GENERAL PURCHASE ORDER TERMS AND CONDITIONS

- I. **APPLICABILITY:** All clauses below apply to all purchase orders from Cletronics, Inc.
- II. **FLOW DOWN:** All applicable AS9100 clauses for the supplier flow down to the supply chain including key characteristics and customer requirements where required. A copy of the current revision of AS9100 is available from SAE.
- III. **STATUTORY AND REGULATORY REQUIREMENTS:** AS9100 complements (is not an alternative to) all contractual and applicable statutory and regulatory requirements. Should a conflict exist between these terms and conditions and applicable statutory or regulatory requirements the latter shall take precedence.
- IV. **VERIFICATION OF ITEM TO BE PURCHASED:** When Cletronics, Inc. or its customer's drawings and/or specifications for the part(s) described on this purchase order are in the possession of the supplier, it is the supplier's responsibility to request updated drawings and or specifications if the revision level of the part(s) being purchased do not agree with the revision levels of the drawings and/or specifications in the supplier's possession. Under no circumstances is the supplier to purchase materials or manufacture product until it is in possession of the up to date drawings and/or specifications. The supplier must notify the Cletronics Inc. buyer of record of any requests for new drawings and/or specifications.
- V. **RIGHT OF ACCESS:** The supplier shall allow access by Cletronics Inc., its customers, and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain involved in the order, and to all applicable records.
- VI. **IDENTIFICATION:** Cletronics Inc.'s PO # and part number must appear on all correspondence, packages, and shipping documents.
- VII. **INSPECTION:** Articles ordered under this purchase order are subject to final acceptance at Cletronics, Inc.
- VIII. **ANTI-KICKBACK PROCEDURES:** The policies of Cletronics Inc. are in full compliance with anti-kickback procedures (FAR 52.203.7). To report a suspected violation call (330) 239-2002.
- IX. **RECORD KEEPING:** The supplier shall maintain on file all documentation identified by this purchase order for a minimum of fifteen (15) years from the date of final payment. The supplier must apply this requirement to the supply chain if the inspection or test records are not forwarded to the supplier. These records shall be available for release upon request by Cletronics, Inc., its customers, or regulatory authorities.
- X. **FUNCTIONAL TESTS:** Any functional test reports of items to be delivered under this purchase order shall contain the purchase order number, supplier's name and address, part number, part name, serial number (if applicable), any run time tests conducted, actual results of tests, and approval signature of the supplier's quality representative. The test report(s) shall be maintained on file by the supplier and shall be available for review by Cletronics, Inc., its customers, or regulatory authorities for a minimum period of fifteen (15) years from date of final payment.
- XI. **MRB:** The supplier and/or any of their suppliers/subcontractors do not have authority to process "Use-As-Is", "Repair", "Standard Repair Procedures (SRPS)", or "Non-SRPS" via their Material Review board (MRB). These dispositions, as well as deviations and request for waivers, requiring MRB disposition shall be submitted to Cletronics, Inc. for approval (this does not include rework or scrap). The supplier/subcontractor shall utilize its appropriate nonconforming material disposition form and submit it to the Cletronics, Inc. buyer of record for Cletronics, Inc. approval.
- XII. **NONCONFORMING PRODUCT:** The supplier is required to notify Cletronics, Inc. buyer of record of any non conforming product and obtain Cletronics approval for nonconforming product disposition.
- XIII. **CHANGE CONTROL:** Supplier agrees that the work produced internally and/or the work procured from the supply chain under this purchase order shall comply with the following requirements unless a documented request for change is approved by the Cletronics, Inc. buyer of record.
 1. Work shall not be moved to another production facility
 2. Work shall not be moved to another supplier in the supply chain
 3. No changes shall be made to the design, manufacturing processes, materials or activities that affect fit, form, or function
 4. A fit, form, or function analysis shall be performed, documented, and included with any request for change
 5. A documented process shall be in place to review, identify, and submit a request for change to the Cletronics, Inc. buyer of record
- XIV. **COUNTERFEIT PARTS PREVENTION:** Counterfeit parts are not permitted into Cletronics supply chain. All suppliers are encouraged to have a robust counterfeit parts prevention program in place to avoid entry of counterfeit parts into its supply chain. Cletronics reserves the right to request copies of the supplier's counterfeit parts prevention procedures and training records as needed by Cletronics and its customers.
- XV. **ITAR CONTROL:** Per 22 CFR, parts 120-130, the US International Traffic in Arms Regulation, any transmission of technical data and parts, may NOT be shared, transmitted, or provided to any foreign party or entity either verbally or visually without proper licenses from the US State Dept. – this flows down to the entire supply chain and ultimate responsibility falls on each supplier to assure technical data can be legally shared with another outside party. Consult Cletronics QA / Compliance officer.
- XVI. **SPECIFIC TERMS & CONDITIONS:** Specific Terms & Conditions, if noted on a PO, apply in addition to General T&C