



MacKay Manufacturing, Inc. (MMI)

PURCHASE ORDER TERMS AND CONDITIONS – FR64 Rev. D

1. Certifications are required for all raw material and part processing.
2. Invoices must bear exact same prices and terms or authorization for changes must be received from MMI in writing, prior to shipping.
3. Goods not in accordance with specifications will be rejected and held at vendor's risk awaiting disposal. Vendor must pay freight on all rejected material.
4. The right is reserved to cancel all or part of this order if not delivered within the time specified.
5. Packing slips must accompany all shipments.
6. By acceptance of this order, vendor warrants that merchandise shipped under this order complies with laws and regulations of Federal and State governments.
7. Back orders must be prepaid when less than a minimum freight shipment.
8. In the event of interruption of our business in whole or in part by reason of fire, flood, windstorm, earthquake, war, strike, embargo, acts of God, governmental action, or any causes beyond our control, we shall have the option of cancelling undelivered orders in whole or part.
9. Acceptance of this Purchase Order (P.O.) or shipment of any part of it will constitute an agreement to all of its specifications as to terms, delivery and prices.
10. Acceptance of this P.O. allows "Right of Access/Entry" to MMI, MMI's Customer, and/or a regulatory agency to the applicable areas of all facilities, at any level of the supply chain, to audit the process or materials covered by this P.O.
11. MMI must be notified of any changes in the product and/or processes, changes of suppliers, or changes in manufacturing locations and approval of these changes must be obtained from MMI.
12. MMI requires all Suppliers providing Aerospace, Defense, Implantable Medical Products/Materials or Special Processes to maintain applicable records of supplied products, for a period of 10 years. All applicable requirements on this P.O. must be flowed down to all sub-suppliers.
13. MMI must be notified of any non-conforming material and supplier must obtain disposition approval from MMI.
14. MMI suppliers providing components related to a manufacturing work order shall provide C of C's and acquisition traceability, if required, to mitigate shipment of counterfeit parts.
15. When the ordered item number ends in "MT" (For example TI109MT), this "MT" is stating that a single heat lot is required for raw materials.
16. MMI expects suppliers to implement and maintain a quality management system.

Acceptance of the PO constitutes a non-disclosure agreement between MMI and supplier. The supplier and their employees agree to not disclose any information obtained by MMI without prior written approval by MMI.

Upon acceptance of the PO, the supplier acknowledges that they play a significant role in the product/service conformity and product safety of MMI manufactured product; including aerospace, defense, and implantable medical products and materials. It is paramount that suppliers uphold ethical behavior when supplying communication, documentation, and products due to the criticality of the products MMI manufactures.

MMI supports the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, to eliminate the use of tantalum, tin, gold and tungsten from improper sources that could promote abuses in the Democratic Republic of the Congo and adjoining countries. Suppliers will be required to declare that all products supplied either: 1. Do not contain tantalum, tin, tungsten or gold that are necessary to their production or functionality; or: 2. If they do contain these minerals they originate from non-conflict areas or from smelters that have been validated by an independent private sector party to be conflict free.

Technical data provided by MMI to suppliers may be governed by the United States International Traffic in Arms Regulations (ITAR). Supplier agrees that all technical data provided by MMI, will be used in strict compliance with ITAR and solely for the work supplied. Supplier agrees to take appropriate actions to restrict access to said technical data to U.S. citizens only. Supplier may pass said technical data to sub-tier supplier provided sub-tier is located within the U.S., and supplier has imposed the same requirements noted above on the sub-tier supplier.

Executive Order 13496 of 01/30/2009 may require our suppliers and subcontractors to post notices of employee union rights and notify their contractors of same. 29CFR Part 471, Appendix A to Subpart A is hereby incorporated by reference. As a subcontractor we abide by the requirements of: E.O. 11246, 41CFR 60-1.4(a) or 41CFR60-4.3(a) (Race, color, religion, sex, national origin), 41CFR 300.5(a) (Protected Veterans) and 41CFR 741.5(a) (Individuals with Disabilities). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans, individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex 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, national origin, protected veteran status or disability.