

# SPARTON TECHNOLOGY CORPORATION

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-----“*Excellence in Machining & Metal Fabrication*”-----

## Supplier Terms and Conditions

AS9100 & ISO9001 CERTIFIED

As part of the Purchase Order issued from Sparton Technology Corporation (STC), to you, the following terms and conditions apply:

1. The supplier shall maintain a Quality Management System adequate to insure that products and/or services will meet all specified requirements. Suppliers must notify STC of any changes to their Quality Management System or certifications.
2. Suppliers shall provide a Test Report or a Certificate of Compliance verifying that the order meets all referenced standards as well as applicable commercial military standards. Specialty raw materials (i.e. stainless, titanium) need to be compliant with DFARs listed countries.
3. Suppliers shall notify STC of non-conforming product, STC to determine approval or rejection of all non-conforming products.
4. Special process suppliers must utilize qualified personnel as applicable to perform special processes and maintain all process, inspection and test records pertaining to purchase orders for three years. These records must be made available to STC or their customers upon request.
5. STC will have right of access to non-proprietary records which are related to the processing of STC's product.
6. Should a source inspection be requested by STC, STC's customer or regulatory authorities at a suppliers facility; this arrangement shall be granted. Source inspections shall not preclude subsequent rejection.
7. Suppliers shall not subcontract any part of the order without knowledge and approval of STC.
8. Suppliers agree to flow down applicable order requirements to any approved subcontractors.
9. Suppliers agree to notify STC of changes in product or process that could impact this order and any significant changes to the supplier's facilities or organization.
10. Prevent the use of counterfeit parts.
11. Retain documented information, including retention periods and disposition parts.
12. Ensure that persons are aware of:
  - a. their contribution to product or service conformity
  - b. their contribution to product safety
  - c. the importance of ethical behavior
13. Conflict Materials – Seller shall ensure the security of their supply chain. To support

the responsible sourcing of minerals within our supply chain, sellers are, with regards to certain minerals; Tin, Tantalum, Tungsten, and Gold originating in the Democratic Republic of the Congo or its surrounding countries, expected in place a supply chain policy and processes to undertake:

- a. A reasonable inquiry into the country of origin of qualifying minerals incorporated into products it provides buyer.
  - b. Due diligence (with reference to Conflict-Free Sourcing Initiative) of its supply chain to determine if qualifying minerals sourced from the covered countries directly or indirectly support unlawful conflict there.
  - c. Risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures.
14. Documentation - Supplier is responsible to obtain all referenced documents. Documents not provided with the purchase order are available upon request of supplier. In the event a purchase order does not have a revision listed, it is the responsibility of the supplier to obtain this information from the buyer.
  15. PROHIBITION OF ACQUISITION OF USML - ITEMS FROM CHINA. Any supplies or services covered by the United States Munitions List that are delivered under this contract may not be acquired, directly or indirectly, from a Communist Chinese military company. "United States Munitions List" means the munitions list of the International Traffic in Arms Regulation in 22 CFR Part 121.
  16. ITAR Control - Documentation and other information provided by Buyer to Seller in connection with this order may contain technical data, the use of which is restricted by the U.S. Arms Export Control Act. Such technical data may not be transferred to any foreign person in the United States or abroad, except as authorized by the U.S. Department of State or the International Traffic in Arms Regulations (ITAR.) Buyer will mark documents as required to identify whether U.S. export regulations apply.
  17. Suppliers shall periodically review the above terms and conditions as these may be modified without additional notification.