

## **INCON, INC. PURCHASE ORDER TERMS & CONDITIONS**

### **SCOPE**

Purchase Order Terms and Conditions establish the specific quality requirements for all Purchaser Subcontract/Purchase Orders. These requirements are in addition to that set forth in any other contracted document. The provisions indicated herein are an integral part of this order. Compliance with the requirements of these clauses does not preclude supplier responsibility for furnishing materials and services, which fully comply with all applicable drawings and specifications requirements, nor does it guarantee acceptance of materials or services by INCON. In the event that materials or services are found to be defective and cannot be demonstrated by the seller to be in conformance with Purchase Order requirements, INCON shall have the right to reject them. By accepting the attached Purchase Order, you are agreeing to meet all requirements set forth in this document.

### **GENERAL PROCUREMENT REQUIREMENTS**

#### **A. Acceptance of Purchase Order**

By the acceptance of this order the seller certifies that materials and processes supplied under this Purchase Order shall be or have been controlled and inspected in accordance with the Purchase Order and that they meet the specified order requirements, applicable specifications and drawings. The seller agrees to retain objective evidence, including records of inspection and tests performed in the course of providing materials and services against this Purchase Order. This objective evidence shall be on file subject to examination by the buyer. Copies shall be furnished to the buyer upon request.

#### **B. Changes/Communications/Quotes Concerning the Purchase Order**

Any need for changes of part number (or substitutions), drawing specification, delivery or price shall be agreed to in writing by the buyer and confirmed by Purchase Order change, as required prior to proceeding with this Purchase Order. Failure to obtain buyer's written approval shall nullify any charges against the buyer for costs incurred by the seller. No written or verbal communications regarding this Purchase Order shall be allowed except with the involvement of the cognizant Purchasing Department buyer. Buyer reserves the right to adjust shipment quantities and delivery dates providing that the supplier is notified at least 30 days prior to the delivery date.

#### **C. Shipments**

Shipments that arrive on dock more than 5 business days ahead of required delivery date are not allowed, unless authorized in writing by the buyer. Notification is required of any shipment delays prior to the required dock date. Ship line item orders complete per required dock date and all line items with the same required dock date in one shipment, unless otherwise authorized. If the required dock date is not met, product is to be shipped overnight at the seller's expense and/or buyer reserves the right to cancel order in its entirety.

#### **D. Quality System Requirements**

The seller shall provide and maintain an inspection system compliant with MIL-I-45208A as a minimum; ISO 9001:2015 or AS9100-2016 is preferred. If seller is not compliant to any of the mentioned Quality Systems, INCON will be notified immediately by the supplier without obligation to the Purchase Order.

#### **E. Customer Access Rights**

The seller shall allow INCON, INCON customers, and regulatory agencies to determine and verify the quality of work, records, and material at any place, including the plant of the seller and its subcontractors. The seller agrees to provide reasonable assistance to these efforts.

#### **F. Drawings/Specifications**

Any use of buyer's drawings or specifications other than for manufacture of the ordered items is expressly prohibited.

#### **G. Source control or Fabricated Components:**

Unless otherwise stated on the face of this order, the current revision of the applicable drawing(s) and specifications are in effect as of the date of this Purchase Order (or Purchase Order release, in the case of a blanket Purchase Order). Buyer shall be notified in writing of any discrepancies or changes in document revisions.

#### **H. Resubmittal of Rejected Material**

All items rejected by the buyer and subsequently resubmitted by the seller shall be segregated and identified as resubmitted lot(s). The shipping document must reference the INCON rejection document.

#### **I. Calibration System Requirements**

The seller shall provide and maintain a calibration system in full compliance with all requirements of MIL-STD-45662A and/or ANSI/NCSL Z540-1.

#### **J. Documentation Retention**

Unless otherwise specified, the seller shall maintain documentation defining all processes and related quality functions, including but not limited to, procurement, manufacturing, test, inspection, packaging and shipping for a period of 10 years.

#### **K. Mercury-Free Material**

Usage of equipment, which might cause mercury contamination in the manufacturing, fabrication, assembly, or test of the material, is prohibited. This requirement must be passed on to all subcontractors. To the best of the seller's knowledge, manufacturing processes and material supplied are free of mercury contamination.

#### **L. Solderability**

Material supplied to be IAW J-STD-002 and required to be solderable without additional processing for a minimum of 1 year after delivery to INCON. Seller shall notify INCON prior to the shipment of any material if they are unable to meet the solderability requirements.

#### **M. Special Processes**

Special processes or sources different from those intended for the normal production process shall be approved by INCON prior to manufacturing the material.

### **CERTIFICATE OF CONFORMANCE (C OF C)**

The seller shall submit with each shipment a Certificate of Conformance signed by an authorized representative which certifies that the material or parts furnished are manufactured IAW the requirements referenced or specified on the Purchase Order. The certificate must specifically contain:

- List of drawing, specifications, standards, or special processes to which the material was manufactured, inspected, and accepted.
- Item part number and revision as it appears on the Purchase Order.
- Purchase Order number
- Where applicable, all date codes on the C of C shall represent the actual date codes on the material being shipped.
- The C of C and/or C of A must declare any testing performed to meet the material and finish notes on the print.

## **DFARS COMPLIANCE**

DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals – prohibits prime government contractors and all Suppliers at every tier from incorporating “specialty metals” (as defined in the clause) into military parts, components and/or end item deliverables unless the specialty metals have been:

- Melted in the United States
- Its outlying areas, or
- A qualifying Country listed in DFARS 252.225-7012

**Incon certifies that all their manufactured connectors are compliant with Mil-DTL-55302. Due to this certification, it is imperative that all our Suppliers of specialty metals comply with these DFARS requirements.**

## **TRACEABILITY DOCUMENTATION**

The seller shall assure that all Mil spec material is traceable to an approved QPL manufacturer. When the seller is a distributor, this certification shall be in addition to and include the certifications provided by the manufacturer and by any previous distributor to the seller. The seller shall maintain documented procedures for identification of product from receipt and during all processes of production and delivery. The seller shall establish and maintain documented procedures for unique identification of individual product or batches; this identification shall be recorded. When the supplier is a distributor, traceability in the form of a manufacturer’s certification shall be available for review.

## **CERTIFICATE OF ANALYSIS (C OF A)**

When specified, the seller shall submit with each shipment a Certificate of Analysis signed by an authorized representative which certifies that the material or parts furnished are manufactured IAW the requirements referenced or specified on the Purchase Order. The certificate must specifically contain:

- Item part number and revision as it appears on the Purchase Order.
- Include raw material information including manufacturer, passivation certs, etc.
- The C of A must declare any testing performed to meet the material and finish notes on the print.
- Must comply with all standards and specs called out on the drawing or PO

## **COUNTERFEIT PARTS PREVENTION PROGRAM**

Per AS5553 – Standard for Counterfeit Electronic Parts Avoidance, Detection, Mitigation and Disposition, all Suppliers must confirm that they are purchasing authentic parts or material for the use and manufacture of Incon PO requirements. A full review of sub-tier Suppliers should be performed in accordance with AS5553, verifying parts and material are in new condition and not refurbished, reworked or used. All suppliers are expected to flow down this information to their sub-tiers and confirm their responses in the form of an audit, site visit or some other form of verification. Sub-tier verification results will be made available to Incon upon request.

## **CONFLICT MINERALS LAW**

Incon and its Customers are committed to providing Conflict free material in the connectors that we supply. In August 2012, the U.S. Securities and Exchange Commission (SEC) adopted rules requiring Incon’s customers to disclose whether their products contain “Conflict Minerals” (gold, tin, tantalum, and tungsten) which would originate from the conflict regions of the Democratic Republic of the Congo and surrounding countries. To assist with their efforts, Incon requires all suppliers providing conflict minerals (listed above) to source these materials from Approved countries and Suppliers. An audit of these suppliers is necessary, along with the completion and review of the current version of EICC – Electronic Industry Citizen Coalition Conflict Minerals questionnaire. The completed EICC forms for each supplier should be kept on file and available to Incon upon request.

## **PACKAGING**

The seller is responsible for assuring that all items are delivered without damage or deterioration and are efficiently and economically packed for the method of transportation and type of handling involved. If the item being delivered is classified as “HAZARDOUS”, it shall meet the requirements of the Code of Federal Regulations (CFR 49 Parts 100-185).

Each intermediate package shall be identified with:

- Purchase Order number
- Part Number
- Quantity
- Manufacturer Name (if known)
- Serial/Lot Number (as applicable)

Identification of each shipping container shall be identified as a minimum with:

- Seller’s Name
- PO Number
- Cautionary Handling Instructions (as applicable)

Moisture sensitive devices shall be handled and packaged per IPC/JEDEC J-STD-033B 1

## **TEST/INSPECTION DATA**

Inspection measurements and/or electrical test results of items on this Purchase Order shall be documented and included with each Purchase Order shipment. Actual data to be recorded shall be as specified in the detail specification/drawing. The seller shall assure that products failing to meet performance requirements are not shipped to buyer. As a minimum, test data shall include:

- Part Number and Revision
- Purchase Order Number
- Suppliers Acceptance Test Procedure Number (as applicable) and revision date
- Characteristic(s) measured
- Date of Test Completion
- Evidence of test/inspection acceptance by supplier’s Engineering/Quality function

## **LIMITED SHELF LIFE MATERIALS**

Material or articles having characteristics susceptible to degradation with age shall be identified and marked with the date critical life was initiated and the expiration date of useful life, both opened and unopened (minimum 75% of useful life remaining after receipt by buyer). In addition to normal marking requirements, the containers of life-limited items shall identify any special storage and/or handling requirements.

## **FIRST PIECE VERIFICATION**

For first time production of an item, seller will make initial shipment of a separate lot of agreed piece(s) for First Piece verification. INCON disclaims responsibility for any parts delivered prior to approval of the First Piece verification. Data package for the article shall include; material certifications, objective evidence of all inspection and

measurements performed, copies of reject history, and evidence that all operations have been performed and completed. Requirement for approval must not delay production to meet specified delivery schedule. Approval of article does not necessarily guarantee acceptance of subsequent parts.)  
If requested by buyer, Seller shall supply a First Article Report in accordance with AS9102 (Rev B). If seller cannot meet requirement AS9102, seller shall submit first article documentation, test data, and material certifications for review and approval.

**INCON SUB-CONTRACTS**

Seller is fully responsible for all materials supplied by INCON. Responsibility includes replacement cost and any expedite fees associated with lost or damaged product.

**PRODUCTS WITH OZONE DEPLETING CHEMICALS**

Warning statements for products manufactured with ozone depleting chemicals, as required by the Clean Air Act of 1990, section 611, 40 C.F.R., part 82, should not be applied directly to the parts or items. All such statements are to be included in a separate writing such as the bill of lading, shipment papers or any other proper notification that complies with the listed regulation. Fire suppression systems, and chemical or chemical compounds shall have the warning statement applied directly to the product.