

VENDOR TERMS & CONDITIONS

Astronics – LSI
4 Lucent Drive
Lebanon, NH 03766
Ph: 603-643-7766
Fax: 603-643-5947

Astronics – LSI
130 Commerce Way
East Aurora, NY 14052
Ph: 716-655-0800
Fax: 716-655-0309

Astronics, LSI Canada
55 rue Lindsay
Dorval, Quebec, H9P 2S6
Canada
Ph: 514-636-9921
Fax: 514-636-0476

Astronics - DME
6830 NW 16th Terrace
Ft. Lauderdale, FL 33309
Ph: 954-975-2100
Fax: 954-979-3313

Astronics AeroSat
60A Route 101A
Amherst, NH 03031
Ph: 603-879-0205
Fax: 603-386-6488

1. TEST REPORTS. When specified on the face of this purchase order, chemical and physical test reports are required. Forward two (2) copies to Purchaser. One copy is to accompany each shipment included with packing slip. Seller agrees to furnish written reports regarding schedule compliance at the request of purchaser.
2. INSPECTION. All material furnished on this order must be as specified or, if no specification is given, a standard quality as understood by the trade must be furnished. All items furnished pursuant to this order are subject to inspection and approval at purchaser's plant or at the facility of seller, it being understood that payments therefore shall not constitute acceptance. Any items which show defects on inspection or during manufacturing operations will be rejected and returned to seller at seller's expense for repair or replacement at purchaser's option, and the seller agrees to pay the original transportation cost of shipping the same to the purchaser and the transportation cost of returning the same to the seller, or, if the item cannot be returned or repaired in time to meet the purchaser's requirements, the purchaser shall perform or have performed the necessary repairs and charge the reasonable cost thereof to the seller. The purchaser shall have the right to inspect at all reasonable times, seller's facility to determine capability to meet production requirements and compliance with order.

Seller's acceptance of and/or performance on this purchase order or subcontract shall be deemed certification that the articles delivered hereunder conform to applicable designs and specifications.

3. LAWS. Seller agrees in accepting this purchase order or part performance thereof that all work hereunder will be performed in accordance with all applicable local, state, and federal laws, statutes, rules, regulations and orders and the same shall be deemed incorporated herein by reference.
4. DELIVERY, SHIPPING AND INVOICING INSTRUCTIONS.
 - (a) Unless otherwise specified, the price as set forth in this purchase order shall include all charges for seller's packing and crating and for cartage to F.O.B. point. Packaging must be of a type to completely protect all parts from damage resulting from normal handling and stocking.
 - (b) Each container must be marked to identify contents without opening and all boxes and packages must contain packing slips, delivery tickets, shipping orders and bills of lading.
 - (c) Rejections, delivery delays, errors and omissions preventing prompt payment will be considered just cause for withholding settlement without losing cash discount privilege. Invoices shall be mailed within seven days after shipping date.
 - (d) Three (3) copies of each invoice must be tendered with prices and extensions to appear on all copies. Individual invoices showing order number and purchase order item number must be issued for each shipment applying against this order.
 - (e) Purchaser assumes no obligation for materials shipped in excess of quantity as shown on this order.

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- (f) All delivery schedules reflect dates material is due on purchaser's dock. Purchaser reserves the right to return all shipments received five (5) days in advance of the agreed schedule at seller's expense. Delay in receipt beyond the agreed schedule shall be cause for termination of this order by default unless such delay is mutually agreed to in writing by both the seller and the purchaser.
- (g) THE SELLER CERTIFIES THAT IN THE PERFORMANCE OF THIS ORDER HE WILL COMPLY WITH ALL APPLICABLE U.S. OR CANADIAN (as appropriate) TRANSPORTATION REGULATIONS ON HAZARDOUS MATERIALS AND ANY OTHER PERTINENT FEDERAL STATE, PROVINCIAL OR LOCAL STATUTES, LAWS, RULES OR REGULATIONS AND SELLER FURTHER AGREES TO SAVE PURCHASER HARMLESS FOR ANY LOSS, DAMAGE, FINE, PENALTY OR EXPENSE WHATSOEVER THAT PURCHASER MAY SUFFER AS A RESULT OF SELLER'S FAILURE TO COMPLY WITH THIS CERTIFICATION. THIS FOREGOING IS IN ADDITION TO AND NOT IN MITIGATION OF ANY OTHER REQUIREMENTS OF THIS PURCHASE ORDER
5. CHANGE ORDERS. Any changes to this agreement, including verbal agreements, unless agreed to in writing by the purchaser, will NOT be acceptable. The purchaser shall have the right to make changes in or additions to the drawings and specifications, issue additional instructions, and reduce or increase the quantities covered by this order without penalty; if such changes cause a significant increase or decrease in seller's cost and/or time for performance of this order, an equitable adjustment in the price or time for performance will be made and this order will be modified in writing accordingly, provided any claim for adjustment is made by the seller within thirty (30) days after the date any such change is ordered. Change orders shall be regarded as of prime importance and be processed as diligently as the original purchase order. Nothing in this clause shall excuse seller from proceeding with the order as changed including a failure of the two parties to agree upon adjustment to be made under this clause.
6. PATENTS. Seller agrees to indemnify and hold harmless purchaser, and all persons claiming under purchaser, against all claims, demands, and liability for actual or alleged infringement of any patent trademark, copyright or trade name by the material, or articles covered by this purchase order unless the same are made to drawings or designs furnished by purchaser.
7. DATA.
- (a) Data, as used in this clause means technical writing, sound recordings, pictorial reproductions, drawings, or other intellectual data, representations and works of a technical nature, which are specified to be delivered or which is produced pursuant to this purchase order.
- (b) All data first produced in the performance of this purchase order shall be the sole property of the purchaser, subject to any right or interest of the government. The seller agrees not to assert any rights in or to use the said data without the written consent of purchaser.

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(c) Seller agrees to maintain the confidentiality of, and not use or disclose drawings, specifications, technical information, and other data furnished by purchaser except in furnishing supplies under this order; provided, however, that seller may produce such supplies for sale to the government where the government has the right to authorize and has authorized, the use of such drawings, specifications, technical information, and other data. Nothing in this clause, however, shall restrict seller's rights to use or disclose uncopyrighted drawings, specifications, technical information and other data which are or become generally known to the public without breach of this provision by the seller or are rightfully obtained from other sources.

8. TOOLS.

(a) Unless otherwise herein agreed, special dies, tools, jigs, fixtures, equipment and patterns used in the manufacture of said articles shall be furnished by and at the expense of the seller. Said special dies, tools, jigs, fixtures, equipment and patterns shall be kept in good condition and from time to time when necessary, shall be replaced by seller without expense to the purchaser.

(b) Unless otherwise agreed in writing, all special dies, tools, jigs, fixtures, equipment patterns furnished by the purchaser to the seller, or specifically paid for by the purchaser, shall be the property of the purchaser, shall be subject to removal upon completion or cancellation of this order at the purchaser's request, shall be used only in filling orders from the purchaser, shall be held at seller's risk and shall be kept insured by the seller while in its custody or control in an amount equal to the replacement cost thereof, with loss to be paid to the purchaser. Notice of loss or damage shall be furnished to the purchaser within seven (7) days from the date thereof.

(c) Seller agrees to make no charge for storing purchaser's tools after completion of this purchase order unless such charges are authorized by a storage agreement entered into by both parties.

(d) No tools owned by purchaser shall be reworked, altered or constructed by seller without written permission from purchaser in the form of a purchase order or change order.

9. MATERIAL. Any material furnished by purchaser on other than a charge basis in connection with this order, shall be deemed as held by seller upon consignment and seller agrees to pay for all such materials applied by it or not otherwise satisfactorily accounted for. Material shall at all times be properly housed and maintained. Property shall not be moved without prior consent of Purchaser.

10. ASSIGNMENT. Seller shall not assign the performance of this order without written consent of purchaser. Also, unless a government contract is referenced on the face of this order, proceeds due or to become due hereunder shall not be assigned without the written consent of purchaser.

11. SUBCONTRACTING. Seller may not subcontract this purchase order without prior written consent of the purchaser, providing, however, that this shall not apply to the purchase of standard commercial supplies and raw materials. Purchaser maintains all previously stated inspection rights with subcontractor.

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12. TERMINATION. Paragraph 49.502 (e) (1) of the Federal Acquisition Regulation as in effect on the date of this purchase order is incorporated herein and made a part hereof by reference. Anything therein to the contrary notwithstanding, seller agrees to notify purchaser in writing within thirty (30) days of receipt of the notice of cancellation whether or not any cancellation charges will be submitted. In the event that such notice is not submitted within said thirty (30) days period, seller thus agrees that no cancellation charges will be submitted. Final cancellation charges must be compiled and submitted to purchaser within sixty (60) days from date of cancellation unless purchaser has authorized in writing an extension of time. Purchaser shall not be liable for any costs resulting from seller proceeding with production unreasonably in advance of normal flow time.
13. DEFAULT. Purchaser reserves the right to cancel all or any part of this order if the seller does not make deliveries as provided in this order, breaches any of the terms hereof, including the warranties of the seller, or fails to make progress so as to endanger the performance of the order. These remedies shall be cumulative and in addition to any other remedies provided in law or equity. The seller shall be liable for any excess costs incurred by the purchaser resulting from any of the above causes, provided, however, that such liability shall not apply when the default is brought about by acts of God or other causes beyond the control of and without the fault of the seller.
14. WARRANTY. Seller warrants that all items delivered under this purchase order will be free from defects of material and workmanship, that said items will conform to applicable specifications, drawings and samples; and that all items which are not manufactured or produced to detailed designs furnished by the purchaser shall be free from defects in design and be fit and sufficient for the purpose intended. The foregoing warranty by seller, together with its service policy and guarantees, shall run to the purchaser, and to the customers and users of its products. In case of conflict the purchase order warranty shall control and supersede all other written documents between the parties. Unless otherwise stated in material data sheets, supplier terms and conditions, engineering design documentation and/or Astronics purchase order, a minimum warranty period of 1 year shall apply.
15. LABOR DISPUTES. Whenever the seller has notice that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this purchase order, the seller shall immediately give notice thereof, including all relevant information with respect thereto, to the purchaser.
16. WAIVER. The waiver of purchaser of any condition or breach thereof shall be limited to the particular instance and shall not operate or be deemed to waiver that condition in the future or any further breach thereof.
17. CONCURRENT SPARES. The seller agrees to provide production capacity to assure concurrent delivery of reasonable amounts of spare parts, provided such spares are ordered in time to permit delivery concurrent with the material ordered therein.

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18. RELEASE OF NEWS INFORMATION. It is hereby stipulated and agreed that seller shall not issue any news, release, public announcement or any other statement concerning the subject matter of this order or any program related thereto without the written consent of purchaser.
19. GRATUITIES. If it is found that gratuities (in the form of entertainment, gifts or otherwise) are offered by the seller or any agent or representative of the seller, to any employee of the purchaser, with a view toward securing favorable treatment with respect to the awarding or the performing of an order, appropriate sanctions may be imposed against seller by purchaser in addition to any other rights and remedies provided by law.
20. HANDLING OF NONCONFORMING MATERIALS.
1. Seller shall not have automatic approval to exercise material review authority.
 - a) Seller does not have material review board authority on non-conformances to purchaser's drawings or drawings supplied to purchaser by a prime contractor to whom purchaser is a subcontractor.
 - b) All nonconformance to drawings as defined in preceding paragraphs and nonconformance to purchaser's requirements which controls the form, fit and function shall be submitted to purchaser on the appropriate form for handling as dictated by contractual requirements. Under no circumstances shall nonconforming product be shipped without prior disposition and approval from the purchaser.
 - c) The supplier is responsible for reporting in writing to purchaser any quality escapes within 24 hours of occurrence. Notification must include a clear description of the nonconformance which includes as necessary, parts affected, customer and/or supplier part numbers, quantity, and date(s) delivered.
21. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION. This order incorporates by reference: (a) all provisions of 41 CFR 60-1.4, as amended, pertaining to the equal opportunity clause in government contracts; (b) all provisions of 41 CFR 60-250, as amended, pertaining to affirmative action for disabled veterans and veterans of the Vietnam Era; and (c) all provisions of 41 CFR 60-741, as amended, pertaining to affirmative action for handicapped workers. Seller certifies that it is in compliance with all applicable provisions of 41 CFR 60-1, including but not limited to: (a) developing and presently having in full force and effect a written affirmative action compliance program for each of its establishments as required by 41 CFR 60-1.40, as amended; (b) filing EEO-1 Reports as required by 41 CFR 60-1.7, as amended; and (c) neither maintaining segregated facilities nor permitting its employees to perform services at segregated facilities as prohibited by 41 CFR 60-1.8, as amended. Purchaser requests that seller adopt and implement a policy to extend employment opportunities to qualified applicants and employees on an equal basis regardless of an individual's age, race, color, sex, religion, national origin, veteran-status, handicap, or sexual orientation.

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22. CONTROVERSY OR CLAIM. Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by arbitration, in accordance with the rules and law obtaining, of the American Arbitration Association and the judgment upon the award rendered may be entered in the highest court of the forum, state or Federal having jurisdiction.
23. PRODUCT OR PROCESS CHANGES. Seller shall notify purchaser of any changes (major or minor) to the product configuration, materials, components, tools, suppliers, or manufacturing processes utilized in the fulfillment of this contract no later than 5 days prior to implementation of those changes. Depending on the nature of the proposed change, documentation of purchaser's approval may be required prior to implementation of those changes. Written notification is required for any changes to supplier's Quality Management System certification status, manufacturing location, management location, or ownership.
24. RIGHT OF ACCESS. Purchaser, its customers and regulatory authorities have the right of access to suppliers and sub-tier supplier facilities at any level of the supply chain, and reserve the right to conduct inspection and/or surveillance of the suppliers' facilities, systems, procedures, products, and records. The supplier shall provide all necessary facilities, equipment, documentation and personnel required to perform any inspection at no additional cost to purchaser.
25. DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM. This purchase order may be subject to a DPAS rating. If seller is contacted by purchaser prior to the completion of this order invoking this rating, seller shall be required to follow the provisions as called out in FAR52.211-14 and DPAS (15 CFR 700).
26. SPECIAL PROCESSES. Wherever special processes are required in the performance of this contract, either by the supplier or by their sub-tier suppliers, prior approval by purchaser of the sources for these special processes may be required. Such requirements shall be indicated on the face of the purchase order.
27. RECORDS RETENTION. All records pertaining to the fulfillment of this contract, including such records as manufacturing logs, material certifications, test results, traceability data, etc. shall be retained and accessible to purchaser for a minimum of thirty years. In lieu of this obligation, supplier shall deliver copies of all such records to the purchaser at the time of delivery of the product. Records must be written in the English language.
28. FLOW DOWN. The applicable requirements of this contract shall be a flowed down to any supplier and its sub-tier suppliers used in the performance of this contract or purchase order.
29. SHELF LIFE ITEMS. Unless otherwise stated on the face of a purchase order or in the associated Quality Clauses, age controlled material must have a minimum 12 months of usable shelf life remaining at time of receipt. Items having an initial shelf life of 12 months or less must have at least 75% of its useful life remaining at the time of receipt. Each shipment is to be identified with the date of

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manufacture or other date on which the shelf life period begins (month and year). At a minimum, this information must appear on the certificate of conformance.

30. SDS. For products that require precautions during usage to ensure personal safety, the seller shall furnish corresponding Safety Data Sheets (SDS).
31. CORRECTIVE ACTION. The seller shall take prompt action to correct assignable conditions which have resulted, or could result, in non-conforming products or services being offered purchaser for acceptance which do not conform to any of the following: (1) The quality assurance provisions of the item specification (2) Inspections and tests required by the contract or purchase order (3) Other inspections and tests required to substantiate product conformance. The seller shall respond to all purchaser's requests for corrective action, and provide results of assessment, satisfactory to purchaser's Quality Assurance, within the requested response period.
32. CERTIFICATE OF CONFORMANCE. Each shipment shall be accompanied by one (1) legible and reproducible copy of a "Certificate of Conformance" that includes the Purchase Order number, part number, signature and title of the person authorizing release of the product assuring that the items delivered were produced in accordance with, and conform in all respects with the contractual requirements including specifications, drawings, marking requirements, physical item identification, and performance characteristics where applicable. Where applicable, lot number, shelf life, date of manufacture, and expiration information must appear on the certificate of conformance. When the parts are serialized, serial numbers shall be included on the certification.
33. ELECTROSTATIC DISCHARGE DAMAGE (ESD) PROTECTION. Components and assemblies that are susceptible to electrostatic discharge damage shall be handled and packaged to prevent ESD damage. All units which contain ESD sensitive devices shall be wrapped in a static shielding barrier in direct contact with and fully surrounding the unit. Container shall be marked as containing ESD sensitive devices.
34. TRACEABILITY. Seller is required to record and maintain traceability data for all components and assemblies delivered to Purchaser. Serial numbers, batch numbers, manufacture history, and delivery data must be available and accessible when requested by purchaser.
35. ITAR COMPLIANCE. If any goods, materials, or services subject to this agreement are subject to ITAR (International Traffic-In-Arms) control, the seller agrees to notify purchaser prior to the execution of this agreement providing the classification for the product or service utilizing the proper USML (United States Munitions List) classification. If Seller intends to conduct quotation work, manufacturing, or contracting for services, including engineering services, for product included in this agreement using anyone other than US citizens or permanent US resident aliens, seller must provide advance written notice to purchaser demonstrating compliance in accordance with U.S. export regulations.
36. VENDORS OUTSIDE USA (If Purchaser is located in USA). The seller shall comply with all United States regulations with regard to goods, intellectual property, technical data, and services.

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37. VENDORS OUTSIDE CANADA (If Purchaser is located in Canada). The seller shall comply with all Canadian trade regulations with regard to goods, intellectual property, technical data, and services.
38. CANADIAN CONTROLLED GOODS PROGRAM. Vendors must be registered under the Canadian Controlled Goods Program (CGP) in order to supply equipment, data, or services for equipment identified in the CGP. Canadian CGP registered vendors are exempt from ITAR to the limits of the Canadian exemption.
39. COUNTERFEIT PARTS. Seller shall establish and maintain a Counterfeit Parts / Material Prevention and Control Plan consistent with the requirements of Lockheed Martin Appendix QX (current revision) Section 1.3. Specifics of this requirement can be secured from Buyer. If counterfeit parts are furnished under this purchase agreement, such items shall be impounded. The seller shall promptly replace such items with items acceptable to Purchaser. The seller may be liable for all costs relating to impoundment, removal and replacement. Purchaser may turn such items over to Governmental authorities (Office of Inspector General, Defense Criminal Investigative Service, Federal Bureau of Investigation, etc.) for investigation and reserves the right to withhold payment for the items pending the results of the investigation.
40. SPECIALTY METALS. Pursuant to DFARS 252.225-7014, specialty metals incorporated in articles delivered in the performance of this contract must be: (1) melted in the United States, its possessions or Puerto Rico; (2) melted in a “qualifying country” as defined in DFARS 225.872-1; or, (3) incorporated in an article manufactured in a “qualifying country”.
41. PRODUCT OBSOLESCENCE. Supplier shall notify Purchaser of any pending or contemplated future action to discontinue item(s) purchased pursuant to this Purchase Order and/or Contract and shall allow Purchaser to submit a forecast of expected usage. Supplier shall provide Purchaser with a “Last Time Buy Notice” immediately upon the supplier’s realization of the supplier’s decision to discontinue the item(s). Supplier shall extend the opportunity to Purchaser to place last time buys of item(s) with subsequent deliveries as agreed to by the supplier and Purchaser.
- SERVICE DISCONTINUANCE. Supplier shall notify Purchaser of any pending or contemplated future action to discontinue the service(s) purchased pursuant to this Purchase Order and/or Contract immediately upon the supplier’s realization of the supplier’s decision to discontinue the service(s).

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42. CONFLICT MINERALS. Supplier recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the significant legal and nonlegal risks associated with sourcing tin, tantalum, tungsten and gold (the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries ("DRC countries"). Accordingly, SUPPLIER commits to comply with Section 1502 of Dodd-Frank and its implementing regulations. In particular, SUPPLIER commits to have in place a supply chain policy and processes to undertake (1) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into products it provides; (2) due diligence of its supply chain, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (3) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. SUPPLIER shall take all other measures as are necessary to comply with the Act and its implementing regulations, as they may be amended over time.
43. AWARENESS. All personnel involved in producing products or services associated with this purchase order are to be made aware of their contribution to product or service conformity, their contribution to product safety and to the importance of ethical behavior.