

DUTEK Inc.

Terms and Conditions of Purchase

1. Acceptance

These Terms and Conditions apply to all Purchase Orders (POs) issued by Dutek ("Buyer"). Acceptance of a Purchase Order, shipment of goods, or commencement of services constitutes acceptance of these Terms and Conditions unless otherwise agreed to in writing.

2. Purchase Order Requirements

The Supplier shall provide products and services in accordance with all applicable Purchase Order requirements, including:

- Part number and revision
- Quantity
- Delivery schedule
- Drawings and specifications
- Quality requirements
- Customer flow-down requirements identified on the Purchase Order
- Regulatory requirements, where applicable

No substitutions or deviations are permitted without prior written approval from Dutek.

3. Quality Management System

Suppliers shall maintain an effective quality management system appropriate to the products or services supplied. Certification to ISO 9001, AS9100, ISO 13485, or other applicable standards may be required based on supplier classification.

4. Product Conformance

The Supplier warrants that all products:

- Conform to all Purchase Order requirements.
- Meet applicable drawings and specifications.
- Are free from defects in material and workmanship.
- Are new and unused unless specifically authorized.

- Comply with all applicable statutory and regulatory requirements.

5. Certificate of Conformance

When required by the Purchase Order, shipments shall include a Certificate of Conformance identifying:

- Purchase Order number
- Part number
- Revision level
- Quantity shipped
- Lot or batch identification, where applicable
- Statement of compliance to applicable specifications
- Authorized representative signature or electronic approval

6. Traceability

Suppliers shall maintain lot traceability for materials and components as required by the Purchase Order or applicable industry standards.

Traceability records shall be retained and made available upon request.

7. Change Notification

The Supplier shall notify Dutek in writing prior to implementing changes affecting:

- Manufacturing location
- Manufacturing process
- Special processes
- Materials
- Sub-tier suppliers
- Product design
- Product specifications
- Quality management system certification
- Ownership or organizational changes that may affect product quality

Implementation of such changes requires written approval from Dutek when specified by contract.

8. Nonconforming Product

The Supplier shall not knowingly ship nonconforming product.

If nonconforming product is discovered after shipment, the Supplier shall notify Dutek immediately and provide:

- Description of the nonconformance
- Affected lot numbers
- Quantities involved
- Recommended containment actions

Material Review Board (MRB) authority remains solely with Dutek unless otherwise authorized in writing.

9. Corrective Action

The Supplier shall respond to Supplier Corrective Action Requests (SCARs) within the timeframe specified by Dutek.

Responses shall include:

- Root cause analysis
- Correction
- Corrective action
- Verification of effectiveness

Failure to respond may affect supplier approval status.

10. Counterfeit Material Prevention

The Supplier shall establish processes to prevent the introduction of counterfeit or suspect counterfeit materials into products supplied to Dutek.

Electronic components shall be obtained from original component manufacturers or authorized distributors unless otherwise approved.

Upon request, documentation supporting product authenticity shall be provided.

11. Shelf-Life Controlled Material

Products having shelf-life limitations shall:

- Be clearly identified.
- Include manufacture and expiration dates where applicable.
- Have a minimum remaining shelf life of 75% upon receipt unless otherwise specified.

12. Packaging

Products shall be packaged to prevent damage during transportation and storage.

Packaging shall comply with:

- Electrostatic Discharge (ESD) protection requirements where applicable.
- Moisture Sensitive Device (MSD) handling requirements.
- Industry-standard packaging practices.

13. Delivery

Time is of the essence.

The Supplier shall immediately notify Dutek of anticipated delivery delays.

Partial shipments require prior approval unless otherwise specified.

14. Right of Inspection

Dutek reserves the right to inspect, verify, or test products upon receipt or during manufacture.

Acceptance at receiving inspection does not relieve the Supplier of responsibility for latent defects.

15. Right of Access

Dutek, its customers, and applicable regulatory authorities reserve the right of access to applicable areas of the Supplier's facilities, records, and quality documentation related to products supplied to Dutek, subject to reasonable notice and confidentiality requirements.

16. Record Retention

Quality records associated with products supplied to Dutek shall be retained for a minimum of seven (7) years unless otherwise specified on the Purchase Order or required by contract or regulation.

Records shall be made available upon request.

17. Flow-Down Requirements

The Supplier shall comply with all customer-specific requirements identified on the Purchase Order.

These requirements shall be flowed down to sub-tier suppliers when applicable.

18. Ethical Business Practices

The Supplier shall conduct business ethically and comply with all applicable laws relating to:

- Anti-bribery
- Export controls
- Labor practices
- Environmental regulations
- Human rights
- Conflict minerals reporting, when applicable

19. Confidentiality

All drawings, specifications, purchase orders, manufacturing information, and proprietary information provided by Dutek shall remain confidential and shall not be disclosed without written authorization.

20. Intellectual Property

All technical data, drawings, tooling, and documentation supplied by Dutek remain the property of Dutek or its customer and shall be used solely for fulfilling Dutek Purchase Orders.

21. Warranty

The Supplier warrants products for a minimum of one (1) year from acceptance by Dutek unless otherwise specified.

The Supplier shall be responsible for costs associated with replacement, rework, inspection, and reasonable administrative expenses resulting from supplier-caused nonconforming product.

22. Supplier Performance

Supplier performance may be monitored based upon:

- Product quality
- On-time delivery

- Responsiveness
- Corrective action effectiveness
- Customer complaints
- Audit results

Continued poor performance may result in probation, disqualification, or removal from Dutek's Approved Supplier List.

23. Regulatory Compliance

The Supplier shall comply with all applicable regulations including those specified on the Purchase Order, such as:

- RoHS
- REACH
- Conflict Minerals reporting
- PFAS reporting
- ITAR requirements, where applicable
- Export control regulations

Documentation supporting compliance shall be provided upon request.

24. Indemnification

The Supplier shall indemnify and hold Dutek harmless from losses, damages, claims, liabilities, and reasonable costs arising from defective products, negligent acts or omissions, or failure to comply with contractual requirements.

25. Governing Law

These Terms and Conditions shall be governed by the laws of the State of California. Any legal action shall be brought in the courts of San Diego County, California, unless otherwise agreed in writing.

26. Entire Agreement

These Terms and Conditions, together with the Purchase Order and any referenced documents, constitute the entire agreement between Dutek and the Supplier. No conflicting supplier terms shall apply unless expressly accepted in writing by an authorized representative of Dutek.