	BOMHOFF Limited	BL-T&C-001 Terms and Conditions of Purchase
Issued On: 12/01/2022		Rev: Orig

VENDOR Terms and Conditions

Acceptance of this PO indicates your agreement with flow down requirements and/or proper end item user process specification requirements.

1. **RIGHT OF ENTRY.** During the course of this contract, Vendor and their sub-tier vendors will allow Bomhoff Limited (BL) personnel, BL customers and regulatory authorities to enter and inspect its facilities and records involved with this order upon request, at any level of the supply chain. Vendor shall retain all quality records relating to this order, including material test reports and processing records, for a minimum of 7 years.

2. **NON-CONFORMING MATERIAL.** Vendor will notify BL of any non-conformity found in the purchased product within 24 hours of discovery of such non-conformity, regardless of whether it is prior, during, or after receipt of the product. Vendor must obtain approval for nonconforming product disposition. BL or its customer shall have the right to approve or disapprove of any suspect or non-conforming product. No known non-conforming product shall be supplied to BL without written authorization from BL.


3. **CHANGES TO PURCHASE ORDER SPECIFICATIONS.** After its receipt of the order, Vendor will notify BL of any changes to product or process specifications, and BL will have the right to approve any such change or, alternatively, cancel or modify the order. BL shall notify its customer immediately if there is any discrepancy between the requested revision level or specification and the current or provided revision level or specifications. Vendor shall notify BL of any changes in product and/ or process definition or configuration and obtain prior approval from BL prior to shipping product.

4. **CERTIFICATIONS.** When it is indicated that the Purchase Order can affect end item quality, certifications must accompany product delivery. BL reserves the right to refuse delivery of any shipment without applicable certifications. Delivery will not be complete until appropriate certification is received. Vendor shall ensure that all products are inspected and validated using acceptable monitoring and measuring equipment prior to shipment.

Vendor shall ensure that all tools used for final acceptance are calibrated to NIST standards and equipment calibrations are current.

Vendors supplying chemicals or other hazardous material are to provide SDS with shipment.

5. **FLOW DOWN.** Vendor will flow down to the supply chain information and requirements specified on this Purchase Order to sub-tier vendors, sub-contractors, etc. paying particular attention to key characteristics or requirements. When it is determined that the vendor is

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responsible for non-conforming product a corrective action may be issued. Failure to respond within the specified time, vendor may be removed as an BL approved supplier.

6. **ITAR (MILITARY STATEMENT).** Documents and data supplied by BL may contain technical data within the definition of the International Traffic and Arms Regulations (ITAR) and is subject to the Export Control Laws of the U.S. Government. Transfer of this data by any means to a foreign person or foreign entity, whether in the United States or abroad, without an export license, ITAR exemption or other approval from the U.S. Department of State is prohibited.

7. **PAYMENT TERMS.** Unless otherwise indicated on the face hereof, BL shall pay in full the net amount of each invoice submitted to Vendor within 45 days of the date thereof.

8. **FORCE MAJEURE.** The obligations of both Vender and BL under this agreement are subject to any delays or cancellations caused by any condition or occurrence beyond the control of the performing party, including but not limited to strikes, fires, riots, wars, acts of God, inability to obtain materials or intervening government regulation.

9. **ENFORCEMENT OF CONTRACT.** Suit to enforce or set aside this agreement or suit over any of the rights and obligations arising from the work to be performed hereunder must be brought in a court having jurisdiction BL in the State in which BL resides. In the event any party brings suit to construe or enforce the terms of this agreement or raises this agreement as a defense in a suit brought by another party, the prevailing party as determined by the court is entitled to recover its reasonable attorneys', consultants' and experts' fees and expenses.


10. **NOTICES.** All notices to be made under this agreement shall be addressed to the recipient at the address specified by the recipient.

11. **NO WAIVER.** No failure on the part of either part to exercise, and no delay in exercising, any right granted hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise of any other right.

12. **AMENDMENT.** No amendment of this agreement shall be effective unless it is in writing and signed by BL and Vendor.

13. **ASSIGNMENT.** Neither party shall assign its rights and obligations under this contract without the written approval of the other party, which consent will not be unreasonably withheld.

14. **QUALITY SYSTEM REQUIREMENTS.** Vendor is to maintain a AS9100 or equivalent compliant quality management system unless otherwise authorized.

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15. CALIBRATION VENDORS. Calibration of tools is to be at a 1) 12-months interval or as defined in the calibration register at BL (available upon request), 2) to manufacturing specification unless otherwise stated within the purchase order and 3) calibration must be NIST traceable.

16. Revision Control: Where specification, drawings, etc. are identified use latest revision unless otherwise specified.

17. Records: Vendor shall maintain records for a minimum of 7 years unless otherwise required by contract. Disposition of records is obtaining permission for primary customer to access records and shredding or other destructive method to dispose of records after the required retention period.

18. Counterfeit Part Avoidance: For purposes of this clause, work consists of those parts delivered under this Purchase Order that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been

designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair but is altered and misrepresented as acceptable. Seller agrees and shall ensure that Counterfeit Work is not delivered to Bomhoff Limited Seller shall only purchase products to be delivered or incorporated as work to Bomhoff Limited directly from Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Bomhoff Limited Seller shall immediately notify Bomhoff Limited with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Work. When requested by Bomhoff Limited or one of our customers, the SELLER shall provide OCM/OEM documentation authenticating traceability of affected items to the applicable OCM/OEM. Seller shall establish and maintain a Counterfeit Parts/Material Prevention and Control plan using AS-5553 and/or AS6174 to ensure that Counterfeit Work is not delivered to buyer. The purpose of Seller(s) plan shall be scoped in a developed robust process to prevent the delivery of counterfeit commodities and control commodities identified as counterfeit. Seller shall include this clause or equivalent provisions in lower tier subcontracts for the delivery of Item(s) that will be included in or furnished as Work to Buyer. Sellers eligible for utilization of the Government-Industry Data Exchange Program ("GIDEP") shall utilize the GIDEP process to alert the industry of encountered counterfeit parts.

19. Conflict Materials: Bomhoff Limited is committed to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act, which requires companies to disclose their use of Conflict Materials that originated in the Democratic Republic of the Congo (DRC) or adjoining

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countries. As of the date of this document, these materials include tantalum, tin, gold, and tungsten. To the best of our knowledge none of Bomhoff Limited products contain any Conflict Materials.

20. Supplier must ensure that persons are aware of their contribution to product/service conformity, product safety, and the importance of ethical behavior.

21. Supplier should maintain a FOD prevention process during their operation, inspection, and packing / shipping.