Supplier Purchase Order Terms and Conditions

1. **AGREEMENT AND ACCEPTANCE.** This Purchase Order constitutes the complete and final offer of Heilind Electronics ("Buyer") to the vendor identified on the face of this Purchase Order ("Seller") for the goods described on the face of this Purchase Order (the "Goods"). In accepting this order and/or making any deliveries hereunder, Seller agrees to these terms and conditions and also the terms and conditions noted on the face of this Purchase Order. This Purchase Order constitutes the entire agreement between the parties with respect to the Goods, and supersedes all previous offers and agreements, whether oral or written, including any quotation made by Seller. No addition to, or other modification of, this Purchase Order shall be binding on Buyer unless it is in writing and executed by a duly authorized representative of Buyer. In the event of a conflict between any of the terms contained on the face of this Purchase Order, pre-existing contract terms and these terms & conditions, the terms on the pre-existing contract shall control.

2. **FAR, DFAR, CFR, USC, SEC RULES, REGULATIONS AND CLAUSES.** The Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation Supplement (DFARS), Code of Federal Regulations (CFR), United States Code (USC), and Securities and Exchange Commission (SEC) rules, regulations and clauses referenced below in Paragraph 32 are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of this Purchase Order contract. When a FAR clause uses a word or term that is defined in the FAR, the word or term shall have the same meaning as in the definition in FAR 2.101 in effect on the date of this Purchase Order unless (i) a different definition is expressly set forth in this Purchase Order; or (ii) the part, subpart, or section of the FAR where the clause is prescribed provides a different meaning; or (iii) the word or term is defined in FAR Part 31, for use in the cost principles and procedures. When a DFARS clause uses a word or term that is defined in the DFARS, the word or term shall have the same meaning as in the definition in DFARS 202.101 in effect on the date of this Purchase Order Contract unless (i) a different definition is expressly set forth in this Purchase Order; or (ii) the part, subpart, or section of the DFARS where the clause is prescribed provides a different meaning; or (iii) the word or term is defined in FAR Part 31, for use in the cost principles and procedures.

3. **PRICE.** The total price of the Goods shall be as stated on the face of this Purchase Order. If no price is stated, then the price of the goods shall be the last quoted price. Unless otherwise stated on the face of this Purchase Order all prices are net 60 days, F.O.B. Buyer, freight collect. No additional charges or assessments of any kind (including, without limitation, freight/shipping charges duties or taxes) will be allowed unless such charges are clearly disclosed to Buyer in advance of delivery and agreed to by Buyer in writing. Seller agrees that the prices, discounts, and allowances on the Goods are no less favorable than those currently extended to any other customer of Seller for the same or similar articles in equal or lower quantities.

4. **GRACE AND DISCOUNT PERIODS.** Payment grace periods and cash discount periods shall be calculated from the date of Buyer's receipt of acceptable Goods, together with complete and accurate invoices and all supporting documentation, not from the date on which the Goods are shipped.

5. **GENERAL REQUIREMENTS.** Unless otherwise noted on the face of this Purchase Order, all Goods must be manufactured to the specifications supplied by Buyer or to the applicable industry, mil-spec or similar military standards and must strictly conform to all applicable material, dimensional, and performance requirements. Each lot must meet or exceed an AQL = 4.0 per ANSI/ASQC Z1.4 (c=0).

6. **WARRANTIES.** Without limiting any warranties implied by law with respect to the Goods, Seller expressly warrants that the Goods are: (a) new and unused; (b) free and clear of all liens and encumbrances; (c) of merchantable quality; (d) free from defects in design (unless designed by Buyer), materials and workmanship; (e) in strict conformance with all applicable specifications, instructions, drawings, and samples (including performance specifications); and (f) fit for Buyer's intended purpose to the extent communicated to Seller. Seller further warrants that it has good and marketable title to the Goods, and that the Goods have been manufactured and delivered in compliance with all applicable laws. All warranties shall inure to the benefit of Buyer, its customers, and any subsequent owners or users of the Goods. No disclaimer of warranty, limitation of warranty, or liability or exclusion of damages for breach of warranty appearing in any invoice or other form used by Seller shall have any effect on the warranties contained in this Purchase Order. Buyer's approval of any designs or drawings furnished by Seller shall not relieve Seller of its warranty obligations, and Seller's warranties shall survive any inspection or acceptance of the Goods by Buyer.

7. **DELIVERY.** Buyer's production schedules are predicated upon the delivery of the Goods to Buyer at the delivery time specified on the face of this Purchase Order, and therefore time is of the essence under this Purchase Order. If deliveries are not made by the time specified, then, in addition to any other rights it may have at law or in equity, Buyer may refuse to accept such late deliveries, and may purchase similar goods elsewhere and hold Seller liable for any resulting loss. If deliveries are made more than three (3) business days in advance of the time specified, Buyer may return the Goods to Seller, at Seller's cost, or may store such Goods at Seller's cost until the specified time for delivery.

8. **OVERSHIPMENTS.** Overshipments of more than ten percent (10%) of the specified quantity of Goods shall not be accepted by Buyer. In the event of an overshipment, Buyer will either, at Seller's option, return the excess amount to Seller at Seller's cost and expense, or keep the excess amount with an appropriate adjustment to the invoice price not to exceed ten percent (10%) of the cost of the Goods in the correct amount ordered.

9. **INSPECTION AND REJECTION.** All Goods received by Buyer shall be subject to the right of inspection and rejection of Buyer and Buyer's re-sale customers (if applicable) within a reasonable time after delivery of the Goods to their ultimate destination. Any payment by Buyer to Seller pursuant to this Purchase Order, whether in response to an invoice or otherwise, shall not constitute acceptance of the Goods, and shall be without prejudice to any claims of Buyer against Seller.

10. **CERTAIN REMEDIES FOR DEFECTIVE GOODS.** In addition to any other remedies which Buyer may have under this Purchase Order or otherwise, Buyer may require Seller to repair or remove and replace any defective Goods rejected by Buyer. Seller shall be liable for a proportionate share of the inbound freight costs, all outbound freight costs, and a reasonable handling and storage charge in connection with any defective Goods. Seller shall not supply replacements for rejected Goods unless so directed by Buyer.

11. **CERTAIN REMEDIES FOR DISQUALIFIED GOODS.** For Goods described on the face of this Purchase Order which are qualified product controlled by any U.S. Government, QPL or NAVSEA specifications and/or require Approval Status by the same: if those Goods fail to meet those applicable U.S. Government, QPL, TACOM, or NAVSEA specifications or in the event that Seller's QPL, or Approved Status is revoked, suspended, or otherwise becomes invalid, Seller shall allow Buyer to return Buyer's remaining inventory of affected products for full credit (determined by the price originally paid) and Seller shall allow Buyer to cancel any remaining open quantity of affected products without penalty.

12. **PRODUCT RECALL.** Seller shall notify Buyer within 24 hours of detection if a product recall or product safety notice is required for Goods described on the face of this Purchase Order.

13. **COUNTERFEIT PARTS.** Seller agrees and shall ensure that counterfeit Goods are not delivered to Buyer. Seller's counterfeit prevention procedures shall meet the requirements of SAE AS5553 and/or AS6174. Seller shall notify the Buyer within 24 hours of detection with the pertinent facts if Seller becomes aware or suspects that it has furnished counterfeit Goods. If suspect/counterfeit Goods are furnished under this order or are found in any of the Goods delivered hereunder, such items will be impounded by Buyer. Seller shall be required to disclose the source of the suspect/ counterfeit Goods to the Buyer. Upon request of Buyer, Seller shall immediately provide documentation that authenticates traceability of the affected Goods to the applicable OEM. Seller shall promptly replace such suspect/counterfeit Goods with Goods acceptable to Buyer and Seller shall be liable for all costs, including but not limited to Buyer's internal and external costs, relating to the removal and replacement of said Goods, and subsequent testing of said Goods. Buyer reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit Goods. All occurrences of Suspect Counterfeit and/or Counterfeit Goods will be reported to ERAI and/or GIDEP by Seller or Buyer.

14. **MALPRACTICE OR FRAUD & FALSIFICATION.** Acts of malpractice or fraud & falsification will result in purchase order contractual action and will also be subject to federal criminal prosecution for violations of law under Title 18 of the U.S. Code, Chapter 47, Section 1001.

15. **INDEMNIFICATION.** Seller shall indemnify, hold harmless, and defend Buyer and its directors, officers, employees, agents, customers, and affiliates from any and all costs, claims, suits, liabilities, damages, and expenses of any kind whatsoever (including, but not limited to, court costs and reasonable attorneys' fees), arising out of or in connection with: (a) any breach or alleged breach of any representation, warranty, covenant, or agreement made by Seller pursuant to this Purchase Order; (b) any claim of unfair competition or infringement of any patent, copyright, trademark, trade name, or other intellectual property or contract right arising out of the manufacture, sale, use, or distribution of the Goods; (c) any claim of death or bodily injury to persons, or damage to property, caused or alleged to have been caused by the Goods; (d) any delay in the delivery of the Goods; and (e) any act or omission of willful misconduct, recklessness, or negligence of Seller or any agent or representative of Seller. Buyer may offset any amounts owed to it by Seller in connection with this indemnification provision or otherwise against any amounts it may owe Buyer in connection with this Purchase Order or otherwise.

16. **PACKING AND SHIPPING MATERIALS.** Unless otherwise specified on the face of this Purchase Order, prices shall include all charges for packing, palletizing and labeling the Goods. The Goods shall be packed by Seller in suitable containers for protection in shipment and storage. Shipment shall be packed for shipment to minimize Buyer's freight costs.

17. **CARTON LABELING.** Unless otherwise specified on the face of this purchase order, the outside of each carton must be clearly labeled with the following: (a) Buyer's Purchase Order number (as set forth on the face of this Purchase Order); (b) Buyer's item number (as set forth on the face of this Purchase Order) for the Goods contained in the carton; (c) the quantity of pieces contained in the carton; (d) the manufacturer's lot number for the Goods contained in the Carton; and (e) the country of origin of the Goods contained in the carton; (f) Buyer's ship to - name and address; (g) item description; and (h) carton number (ex.: "1 of 3"). Items (a) – (c) shall also be bar-coded using the Code 39 format.

18. **PACKING DOCUMENTATION.** An itemized packing list shall accompany each shipment of the Goods. This packing list shall contain the following: (a) Buyer's Purchase Order number (as set forth on the face of this Purchase Order); (b) Buyer's item number (as set forth on the face of this Purchase Order) for the Goods in the shipment; (c) the quantity of pieces (broken down by line item) in the shipment; (d) the manufacturer's lot number and quantities for each lot of the Goods in the shipment; (e) the country of origin of the Goods (broken down by line item) in the shipment; (f) Buyer ship to – name and address; (g) Item Description; and (h) total weight of the shipment.

19. **SHIPPING DOCUMENTATION.** The number of this Purchase Order shall appear on each invoice, bill of lading, waybill, and freight bill relating to the Goods. Seller shall promptly notify Buyer as to the date of each shipment made under this Purchase Order, and shall forward to Buyer, with the invoice, the express receipt or bill of lading, signed by the carrier, evidencing that the shipment was made or carrier tracking number or Pro number.

20. **CERTIFICATION DOCUMENTATION.** Each lot of Goods must be accompanied by a Certificate of Compliance or similar documentation signed by an authorized representative of the company or similar documentation evidencing that the lot meets all applicable material and performance certifications.

21. **CERTAIN REMEDIES FOR INCORRECT PACKING, LABELING, OR DOCUMENTATION.** In addition to any other remedies which Buyer may have under this Purchase Order or otherwise, in the event that Seller fails to comply with any of the packing, labeling, or documentation requirements of this Purchase Order, Buyer may, but shall not be required to, re-pack, re-label, and/or re-document the non-compliant items in order to satisfy the requirements of this Purchase Order. In such an event, Seller shall be responsible for reimbursing Buyer's actual expenses, as well as Buyer's labor costs at a rate of $30 per hour. Any amounts owed Buyer by Seller under this section may be offset against any amounts owed Seller by Buyer under this Purchase Order or otherwise.

22. **CHANGES.** Buyer shall have the right to make, from time to time upon notice to Seller, changes to its packing and testing requirements, specifications, designs, and delivery schedules and destinations. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes, and an equitable adjustment in the prices or other terms of this Purchase Order shall then be agreed upon by the parties in a written amendment to this Purchase Order.

23. **INSURANCE.** Seller shall maintain liability and property damage insurance adequate to cover its obligations under this Purchase Order, and shall maintain proper workmen's compensation coverage on all employees engaged in the performance of its obligations under this Purchase Order.

24. **RISK OF LOSS.** All risk of damage to, or loss of, the Goods from any cause whatsoever shall remain with Seller until the Goods are delivered to Buyer at the delivery point specified on the face of this Purchase Order.

25. **PUBLICITY AND USE OF NAMES.** Seller shall not, without Buyer's prior written consent: (a) publicly announce this Purchase Order or the existence of the business relationship between Seller and Buyer created thereby; (b) use Buyer's name, trademarks, trade names, or logos; or (c) use Buyer as a reference, quote the opinion of any of Buyer's employees or agents, or otherwise publicly disclose that it is supplying goods for Buyer's benefit.

26. **CONFIDENTIALITY.** Any drawings, data, designs, specifications, or other processing and technical information (collectively, the "Information") supplied by Buyer to Seller shall remain Buyer's property and be kept confidential by Seller. The Information shall only be used by Seller to the extent necessary to manufacture the Goods, and shall not be disclosed to third parties without Buyer's express written consent. Upon completion by Seller of its obligations under this Purchase Order, Seller shall, at Buyer's option, either return or destroy the Information.

27. **CANCELLATION.** Buyer may cancel any outstanding portion of this Purchase Order without penalty in the event any of the Goods are defective or Seller otherwise fails to comply with any of the terms and conditions of this Purchase Order. Buyer may also cancel any outstanding portion of this Purchase Order in the event Seller becomes insolvent, is subject to a bankruptcy proceeding, makes an assignment for the benefit of creditors, or ceases or suspends its normal business operations. Any cancellation by Buyer shall be without prejudice to any other rights which Buyer may have against Seller under this Purchase Order or otherwise.

28. **ASSIGNMENT.** Seller shall not assign any of its rights, or delegate any of its duties, under this Purchase Order without the prior written consent of Buyer, and any attempt to do so shall be void.

29. **REMEDIES AND WAIVER.** All rights and remedies of Buyer under this Purchase Order shall be cumulative and in addition to any other rights and remedies available to Buyer under any other valid agreement with Seller or any applicable law. No waiver of any breach of the provisions of this Purchase Order shall be deemed a waiver of any other or further breach.

30. **SEVERABILITY.** If any provision of this Purchase Order shall be found invalid, illegal, or unenforceable to any extent, the remainder of this Purchase Order and its application shall not be affected, and shall remain enforceable to the fullest extent permitted by law.

31. **ENVIRONMENTAL, GOVERNANCE AND SOCIAL RESPONSIBILITY**

Heilind Electronics is committed to using high standards of professional conduct, ethics, and corporate citizenship and is continually challenging itself to define what being a responsible company means to us and working to translate our definition into behavior and improvements in our business operations.

<u>Environment</u>

Suppliers should align their social and environmental efforts with our business goals and must take opportunities, as a company and as individuals, to respect and protect natural resources where possible and work with Heilind to improve mutually beneficial sustainable practices.

In support of this suppliers are encouraged to control, measure, document and plan their work to minimize the environmental impact of their business in particularly the following areas; Greenhouse gas (GHG) emissions; Circularity; Chemicals and hazardous substances; Waste; Other emissions to

air, water and soil; Energy consumption; Water consumption; and to set GHG emission reduction targets in line with the Paris Agreement.

Sustainability and Sustainable Procurement

Suppliers are expected to recognize and align their activities to promote the importance of sustainability within its procurement activities; to achieve the mutual benefits of lowering costs, enhancing efficiency, and meeting consumer demands for ethical, eco-friendly products; consistent with our overall commitment to maximizing Corporate Social Responsibility across our mutual supply chains.

Modern Slavery, Child labor and Human Trafficking

Heilind is committed to eradicating modern slavery and human trafficking in every form and accordingly expects all its Suppliers shall not violate any applicable laws regarding slavery and human trafficking and will adhere to the articles of the United Nations Universal Declaration of Human Rights, the core labor standards of the International Labor Organization ("ILO"), the United Nations Guiding Principles, and the principles of United Nations Global Compact and all applicable laws and regulations at the national, provincial, state, and local levels where the Supplier operates.

We have a zero-tolerance approach to modern slavery and human trafficking and are committed to acting with integrity in all our business dealings, and with our supply chain, including business partners, suppliers, contractors and other third parties who provide or deliver any goods or services to us. We will not support or deal with any business that is knowingly involved in any form of slavery, child labor abuses and/or human trafficking and will take steps to ensure transparency within our business and supply chain.

32. **GOVERNING LAW AND VENUE.** This Purchase Order shall be construed in accordance with, and governed by, the internal laws of the State of Massachusetts without regard to that state's choice of law principles. Any action brought in connection with this Purchase Order or the Goods shall be brought only in the federal or state courts located Boston, Massachusetts. Seller irrevocably submits to the personal jurisdiction of such courts, and waives any objection it may have concerning the venue or convenience of such forums.

33. **ORDER REQUIREMENTS.** Heilind Electronics requires a copy of the original manufacturer's certificate of conformance or a franchised letter of authorization with all products. Heilind Electronics requests a certificate of origin supplied with product. Nonconforming product shall not be shipped unless accompanied by written authorization from Heilind Electronics. Supplier must notify Heilind Electronics of changes in product or process definition, changes in suppliers, and changes of manufacturing facility location. Supplier must flow down all applicable requirements in this purchasing document to its sub-tier suppliers. All products under this purchase order, must comply with DFARS 252.225-7009 – Restriction on Acquisition of Certain Articles Containing Specialty Metals. Material furnished by seller shall not contain functional mercury. Supplier must clearly identify each item that is subject to shelf-life limits on quotations and packing lists. Date of manufacture and date of expiration must be clearly marked on certification, packing list, and item labels. Heilind Electronics will not accept shelf-life items with less than 60% of shelf life remaining at time of receipt of goods. Products procured under this purchase order may be subject to (DPAS) Government rated contracts, therefore, supplier is required to follow and Allocations System regulation (15 CFR 700). Q.P.L. (Qualified Products List) items must be supplied by current qualified manufacturer in accordance with all provisions of the Defense Priorities the latest revision

of the applicable specification in effect on date the Heilind Electronics purchase order is issued, unless otherwise directed by the Heilind Electronics purchase order. Supplier's quality management and inspection system shall be established to the requirements of ISO9001 (Mil-I-45208A). Quality records (such as First Article Inspection, Certificate of Conformance, Test Reports and Certifications, Country of Origin) in the performance of our purchase order shall be retained by the supplier in a controlled condition, remain legible, and retrievable by purchase order number for a minimum of ten (10) years from the completion of our purchase order. Supplier shall grant Heilind Electronics's customers and regulatory authority the right of access to all facilities, at any level of the supply chain, utilized to satisfy Heilind Electronics's purchase order requirements. Additional record requirements as stated within the purchase order will take precedence. This requirement shall be imposed on sub-tier suppliers. Supplier shall develop and maintain a Foreign Object Debris/Damage (FOD) prevention program to prevent introduction of foreign objects into any product delivered under Heilind Electronics's purchase order. Supplier shall perform periodic self-assessment of such FOD prevention practices, including their supplier's and subcontractor's FOD prevention programs. Products supplied shall be FOD-free. Supplier must ensure that they and their employees are aware of the importance and their contribution to ensuring product and service conformity, ensuring product safety and engaging in environmentally sustainable and social/ethical behavior. WARNING – Seller is advised that its performance of this Purchase Order may involve the use of or access to articles, technical data, or software that is subject to export controls under 22U.S. . 2751-2796 (Arms Export Control Act), 22 CFR 120-130 (International Traffic in Arms Regulations), 50 U.S.C..2401-2420 (Export Administration Act) and 15 CFR 768-799 (Export Administration Regulations) and their successor and supplemental laws and regulations. Seller's counterfeit prevention procedures meet the requirements of SAE AS5553 and/or AS6174. If suspect / counterfeit parts are furnished under this purchases order or are found in any of the goods delivered hereunder, such items shall be impounded by Heilind Electronics. The Seller shall be required to disclose the source of the suspect / counterfeit parts to Heilind Electronics. The Seller shall promptly replace such suspect / counterfeit parts with parts acceptable to Heilind Electronics and the Seller shall be liable for all costs, including but not limited to Heilind Electronics's internal and external costs, relating to the removal and replacement of said parts. Heilind Electronics reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect / counterfeit parts. All occurrences of Suspect Counterfeit and / or Counterfeit parts will be reported to ERAI and / or GIDEP.

34. FAR & DFAR REGULATIONS AND CLAUSES INCORPORATED BY REFERENCE:

The following clauses of the Defense Federal Acquisition Regulation Supplement (DFARS) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to this Contract, as noted:			Applies to Solicitations and/or Contracts Valued at:
DFARS	252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)	ALL
The following clauses of the Federal Acquisition Regulation (FARS) are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable to this Contract, as noted:			Applies to Solicitations and/or Contracts Valued at:
FARS	52.222-90	Addressing DEI Discrimination by Federal Contractors (April 26, 2026)	ALL