

Freedom Photonics Standard Terms and Conditions for Suppliers

- Time is of the essence in Supplier's performance of its obligations under this Purchase Order. Supplier will immediately notify Freedom Photonics if Supplier's timely performance under the Purchase Order is delayed or is likely to be delayed. Freedom Photonics' acceptance of Supplier's notice will not constitute Freedom Photonics' waiver of any of Supplier's obligations.
- If Supplier delivers Work after the agreed Delivery Date, Freedom Photonics may reject such Work.
- Supplier shall strive to achieve 100% product conformity and on-time delivery performance. The suppliers' performance will be monitored to a 90% minimum requirement. The Buyer reserves the right to require actions or an improvement plan to improve performance in order to maintain approved supplier status.
- Supplier shall preserve, pack, package, handle and transport the Deliverables and Products so as to protect the Deliverables and Products from loss or damage and in accordance with best commercial practices in the absence of any specifications that Freedom Photonics may provide. Supplier shall observe the requirements of any local laws and regulations relating to hazardous work, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage and disposal.
- Supplier shall include with each delivery of products a packing list identifying the Purchase Order number, the Freedom Photonics part number for each of the Products (if applicable), a description and the quantity of each of the Products, and the date of shipment.
- Supplier shall deliver all Work to Freedom Photonics location at the address set forth in the Purchase Order. Seller assumes responsibility for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes and insurance. Risk of loss for the Deliverables and Products does not pass to Freedom Photonics until acceptance at the Freedom Photonics delivery location.
- Freedom Photonics may reject any or all of the Work which does not conform to the applicable requirements within 10 business days of Supplier's delivery of the Work.
- Supplier will conform to MIL-I-45208, AC7004, ISO 9001 or AS9100 Quality Management System requirements. Supplier will inform Freedom Photonics which of the above requirements it conforms with.
- Calibrations labs must comply with the latest edition of ISO 17025, ANS/NCSL Z540 or ISO 10012.

- Specifications detailed on this purchase order or on the blueprint furnished shall be done in accordance to the most current revision.
- The supplier may use sampling inspection in accordance with nationally accepted standards (i.e. ANSI/ASQC Z1.4).
- Suppliers of manufactured parts from raw material shall furnish a final inspection report on parts submitted.
- Suppliers are required to comply with all regulations and laws related to Combating Trafficking in Persons <https://www.state.gov/policy-issues/human-trafficking/>.
- Suppliers are required to comply with all Defense Priorities & Allocations System (DPAS) requirements and laws <https://www.dema.mil/DPAS/>.
- A First Article is required when the part is supplied to Freedom Photonics for the first time, if explicitly requested by Freedom Photonics in the Purchase Order. A First Article is also required when there is a lapse in manufacture for 24 months or more or a revision change on the blueprint. If there is a revision change, only a First Article on the noted change is required. (Also known as a Delta First Article) The First Article part may be submitted either before production or along with the production lot. (Suppliers option). If the First Article is submitted with the production lot, it must be tagged or separated from the production lot.
- The suppliers shall:
 - Have calibrated monitoring and measuring equipment required for product verification.
 - Perform all inspections and tests necessary to verify conformance to specifications.
 - Notify Freedom Photonics of nonconforming product and obtain approval for nonconforming product disposition.
 - Notify Freedom Photonics of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain organization approval.
 - Flow down to the supply chain the applicable requirements including customer requirements.
 - Allow right of access by Freedom Photonics, their customer and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
 - Provide Safety Data Sheets (SDS) and/or certificates of compliances for restricted, toxic or hazardous substances.
 - Maintain records for a minimum of seven years after final payment for supplies or services and properly destroy (i.e. shred) documented information after retention period.

- Must provide at a minimum a Certificate of Conformance with all material, products or services.
- Must perform due diligence to prevent the use of any conflict minerals (tin, tantalum, tungsten & gold) in the manufacturing or processing of furnished products.
- Perform due diligence to prevent, detect, and remove foreign objects.
- Ensure that persons are aware of their contribution to product and service conformity, product safety, and the importance of ethical behavior.
- Prevent and mitigate the use of counterfeit parts.
- The supplier and their subcontractors shall use, when required, Freedom Photonics approved suppliers or Freedom Photonics customer approved suppliers. Contact Freedom Photonics purchasing for approved suppliers.
- Raw material must be melted in the United States or a qualified country per DFARS requirements. Test reports showing actual physical and chemical properties must be furnished in English.
- If material is furnished by Freedom Photonics for this purchase order, only this material must be used. If for any reason more material is needed, the supplier must contact Freedom Photonics purchasing for instructions. Any unused material must be returned to Freedom Photonics.
- Freedom Photonics may terminate this Purchase Order for no reason or for any reason, upon 15 days written notice to Supplier.