

Eclipse International Corporation

Terms & Conditions

For

Suppliers/Sub-Tier Suppliers

By accepting this purchase order, your company agrees to the following applicable Terms and Conditions.

AS9100 Provisions

- A 01** Suppliers shall flow down to sub-tier suppliers the applicable requirements in the purchasing documents.
- A 02** Suppliers shall maintain a quality and inspection system which is compliant with the requirements of ISO9001/AS9100. Eclipse International reserves the right to review and approve the Supplier's Quality Management System (QMS).
- Suppliers initially approved for use via certification (ISO, AS9100, ETC.) must notify Eclipse International of any changes to that certification.
- A 03** All special processes required by a purchase order must be performed by qualified personnel.
- A 04** Suppliers shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
- A 05** Eclipse International reserves the right to approve or specify any designs, test, inspection plans, verification, use of statistical techniques for product acceptance, and any applicable critical items, including key characteristics.
- A 06** Eclipse international reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
- A 07** The supplier is required to:
- Notify Eclipse International immediately upon discovery of any nonconforming product. Obtain Eclipse International approval for nonconforming product disposition.
 - Notify Eclipse International of any changes in product and/or process, changes of suppliers, and any location changes.
 - Flow down to the supply chain the applicable requirements including customer requirements.
- A 08** Record Retention – Unless stated otherwise in the purchase order, at a minimum, all quality records shall be maintained for a period of ten (10) years and available for review upon request.
- A 09** When acceptance test procedures are performed using equipment controlled by computer software or firmware, Eclipse International shall approve the software or firmware associated with, or affecting those tests.
- A 10** Eclipse International reserves the right of access by our representatives, our customers, any regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, and all applicable records involved in the contracted work.
- A 11** Suppliers shall ensure personnel processing orders or performing work affecting conformity to product or service are trained and aware of the importance of their activities associated with meeting the requirements of Eclipse International purchase orders.
- A 12** Suppliers shall ensure that personnel processing orders or performing work are trained and aware of their contribution to product safety and the importance of ethical behavior associated with meeting the requirements of Eclipse International purchase orders.
- A 13** Suppliers shall implement a system for controlling counterfeit parts, ref DFAR 252.246-7007 and SAE AS5553. The process shall prevent the delivery of counterfeit parts. Only new and authentic materials shall be used in products or goods delivered to Eclipse International. Suppliers shall ensure that the products or goods delivered contain no used or counterfeit parts.

Electronic Assemblies, Parts and Equipment

- B 01** Workmanship shall be inspected and certified to conform to the requirements specified by IPC- A-610 and ANSI/J-STD001, Acceptability of Electronics Assemblies.
- B 02** Suppliers are required to have an ESD Control Program Plan - recommended guidelines per ANSI/ESD S20.20
- B 03** All cable assemblies shall be manufactured per IPC/WHMA-A-620B.
- B 04** Suppliers shall ensure that no ITT-CANNON products of the following types; MIL-DTL-38999, MIL DTL-24308, MIL-DTL-83513, MIL-DTL-26482 (MS311*, MS312*, MS347*), MIL-DTL- 83733 (DPK*), and MIL-DTL-83723 are used in products or delivered to Eclipse International. Any parts sent that do not comply will be rejected and returned at sellers expense.

Raw Material Provisions

- C 01** All raw materials shall be domestic or DFARS 252.225-7014 compliant.

Calibration Provisions

- D 01** Suppliers must meet at a minimum one of the following standards: ISO/IEC 17025, ISO10012-1, AS9100, ANSI Z540.3, or MIL-STD-45662. All calibration certificates must identify standards used and must be traceable to National Institute of Standards and Technology (NIST).

Shelf-Life Provisions

- E 01** Eclipse International requires that all items with a shelf life be shipped with at least 75% shelf life remaining. Suppliers are required to provide all OEM information with the selected products purchased (i.e. LOT numbers and expiration dates).

Unique to Purchase Order

- F 01** Unless otherwise stated, all orders shall be shipped complete.
- F 02** Suppliers shall comply with the Defense Priorities and Allocations System (DPAS) regulation (15 CFR 700) priority ratings, imposed by the Federal Government, referenced on the purchase order. DPAS Ratings: (DX) Highest national defense urgency. (DO) Critical to national defense.
- F 03** Eclipse International shall terminate all subcontracts or purchase orders in the event of a "Termination for Convenience of the Government (Fixed Price) Ref. FAR 52.249-2". Additionally, Vendors shall receive payment for all contract work performed by direction.

ITAR/Export Regulations

WARNING – this purchase order may contain technical data, export of which is restricted by the International Traffic in Arms Regulations (ITAR). Disclosure to foreign persons without prior U.S. Government approval is prohibited. Violations of these export laws and regulations are subject to severe civil and criminal penalties.

SUPPLIER agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2799, including the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130 and the Export Administration Act, 50 U.S.C. app.2 2401-2420, including Export Administration Regulations, 15CFR 730-774; including the requirement for obtaining any export license or agreement, if applicable.