

**Rosenberger North America Pennsauken Inc.**  
**Supplier Terms and Conditions**

**General:** As a supplier to Rosenberger North America Pennsauken, it is understood that your organization agrees to meet the following stipulations whenever a Rosenberger North America Pennsauken Purchase Order is issued.

1. Our organization reserves the right of final approval of product, procedures, processes and equipment.
2. All special processes required by this PO must be performed by qualified personnel.
3. Our organization reserves the right to review and approve the Supplier's Quality Management System.  
Standard QMS Requirements Include:
  - a. Suppliers providing special processing must maintain a system for validating processes.
  - b. Customer Directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer in question.
  - c. Suppliers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, etc) must notify our organization of any changes to that certification.
4. The Supplier shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
5. Our organization reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics.
6. Our organization reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
7. The Supplier is required to:
  - a. Notify our organization of nonconforming product.
  - b. Obtain our organization approval for nonconforming product disposition.
  - c. Notify our organization of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations and where required, obtain Rosenberger North America Pennsauken approval.
  - d. Flow down to the supply chain the applicable requirements including customer requirements.
8. The Supplier is required to supply product that has a remaining shelf life of at least 75% of original life as of the date of shipment unless otherwise agreed upon by Rosenberger North America Pennsauken.
9. The Supplier is required to retain all Records associated with the Purchase Order for 7 (seven) years or as required by contract.

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10. Right of access by our organization, our 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 is required.

11. All suppliers providing Calibration Services must be compliant to ISO 17025, ISO 10012, ANSI/NCSL Z540, (or equivalent). All Calibration Certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology).

12. Seller shall provide a proper Bill of Lading signed by Carrier, or any other legally applicable documents providing title to the goods to Purchaser upon delivery, fully protecting all parties in case of damages in transit. All cost incurred due to improper packing will be paid by Seller.

13. Certification of Materials and/or Process performed must accompany materials/parts received. Invoice will be aged for payment based on date Certification(s) is received.

14. Any disputes arising out of any Contract issued pursuant to the Terms and Conditions shall be interpreted in accordance with and governed by the Laws of the State of NJ, USA.

**15. TERMINATION, CANCELLATION AND SETTLEMENT.**

a) **TERMINATION FOR CONVENIENCE.**

(1) Buyer, in addition to all other rights and remedies it may have under a Purchase Order or otherwise, will have the right to terminate any Purchase Order in whole or in part, without cause, upon notice in writing to the Seller, and Seller agrees to stop work immediately as to the terminated portion, and to protect and preserve property in its possession in which Buyer has, or may acquire, an interest as hereinafter set forth. Buyer will pay Seller the following, which in no event will exceed the total price provided for herein:

(a) the price provided in the Purchase Order for all goods which have been completed prior to termination and which are accepted by Buyer and

(b) to the extent that such completed items, or the work in process, including materials, are unusable in connection with Seller's other business, the actual expenditures on the uncompleted portion of the order, including cancellation charges paid by the Seller on account of commitments made under a Purchase Order.

(2) In no event shall the aggregate of all payments made hereunder, plus all other payments made for the items included in this order, exceed the total sum due under the order if performed.

(3) In order to entitle the Seller to any Purchase Order termination payment, Seller shall within 30 days after delivery of Buyer's notice, advise the Buyer in writing whether or not any termination charges will be submitted in connection therewith, and to furnish a detailed claim

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within 45 days from the date of the termination notice for consideration by Buyer. If such claim is not submitted within said period, Buyer shall determine on the basis of information available to it the amount of such charges, if any, owing to Seller in respect to the termination. Seller agrees that such determination by Buyer shall be binding upon Seller.

(4) Seller further agrees, if requested by Buyer, and whether or not the amount of the termination payments above set forth have been determined or paid, to transfer title and deliver to Buyer in the manner and to the extent and at times directed by Buyer, all or any part of the fabricated or unfabricated parts, work in process, completed work and other material produced as a part of or acquired in connection with the performance of the order terminated, together with the plans, drawings, jigs, fixtures, equipment, patterns, designs, information or other property used or acquired in connection with this order that the Seller has specifically produced or specifically acquired for the performance of such part of this order that has been terminated.

(5) Subject only to its obligations to make any payments due as provided in this Section, Buyer is not liable for and Seller will make no claims for liability hereunder, including but not limited to payments for unrealized profits, or to carry out other undertakings. Additionally, the terminated portion of such Purchase Order(s) shall cease and terminate forever.

**(b) TERMINATION FOR DEFAULT.**

(1) The Buyer may, subject to the provisions below, by written notice of default to the Seller, cancel the whole or any part of a Purchase Order in any one of the following circumstances:

(i) if the Seller fails to make delivery of goods or to perform the services within the time specified herein or any extension thereof agreed to by the parties;

(ii) if Seller fails to deliver the goods or services in compliance with the warranty provisions, the specifications and other requirements of a Purchase Order;

(iii) if Seller fails to perform any of the other provisions of the Purchase Order or so fails to make progress as to endanger performance of this order in accordance with its terms and conditions; or

(iv) if Seller becomes insolvent or makes a general assignment for creditors, or files or has filed against it a petition of bankruptcy or reorganization or pursues any other remedy under any law relating to the relief for debtors, or in the event a receiver is appointed for Seller's property or business.

(2) In the event of cancellation under this subparagraph (b) Buyer shall have no further obligation to Seller under the cancelled portion of this order and may procure on such terms and in such manner as Buyer may deem appropriate, goods or services similar to those so cancelled and Seller shall be liable to the Buyer for any excess costs for such similar

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deliverable items or services and damages incurred by Buyer as a consequence of Seller's failure. The Seller shall continue the performance of this order to the extent not cancelled under the provisions of this clause.

(c) As an alternative to cancellation, Buyer may require Seller to correct any goods or services that are defective in material and workmanship or otherwise not in conformity with Buyer's Purchase Order. Correction shall be at Seller's sole expenses, including shipment from and to Buyer and damages incurred as a consequence of Seller's failure to perform in conformity with this order.

(d) The rights and remedies of the Buyer provided in this Section 14 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order, and any termination or cancellation hereunder will not relieve Seller of any obligations and liabilities which may have arisen prior to such termination or cancellation, including, without limitation, those provisions of a separate NDA for Buyer's confidential or proprietary information.

**16. Counterfeit Material Avoidance.**

The supplier's Certification of Conformance represents that the shipment does not contain any 'suspect' or 'known' Counterfeit Part, Work, or Material, and ensures that parts, material or work are procured only through Original Equipment Manufacturers (OEMs)/Original Component Manufacturers (OCMs) or their Franchised Distributors or Authorized Supplier. Any use of other than an Authorized Supplier requires Rosenberger written approval prior to procurement and use, which shall be accompanied by the supplier's certification furnished to Rosenberger.

- 1) The supplier shall verify the procurement source and associated certifying documentation.
- 2) Supplier's receiving inspection process shall utilize incoming inspection or test methods, or both, to detect potential counterfeit parts, material or work.
- 3) The supplier shall flow this clause in its entirety or equivalent down to all lower tier subcontracts to prevent the inadvertent use of Counterfeit Parts, Material or Work. When an Authorized Supplier is not utilized by the supplier's lower tier, the supplier shall provide a copy of the risk assessment and their written approval with the certification furnished to Rosenberger.

**17. Conflict Minerals.**

Supplier shall provide Rosenberger with a written certification as to the presence of "Conflict Minerals" contained in or used in the production of the items purchased by Rosenberger and the country of origin of such "Conflict Minerals" as defined by the Dodd-Frank Wall Street Reform and Consumer Protection Act. "Conflict minerals," as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, are:

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- 1) columbite-tantalite (Fe, Mn, Mg)(Nb, Ta)<sub>2</sub>O<sub>6</sub>-(Fe, Mn)(Ta, Nb)<sub>2</sub>O<sub>6</sub> (coltan) – **tantalum** (Ta),
- 2) cassiterite (SnO<sub>2</sub>) – **tin** (Sn),
- 3) wolframite (Fe,Mn)WO<sub>4</sub> – **tungsten** (W),
- 4) and **gold** (Au),

or any other derivatives; or any other mineral or its derivatives determined by the Secretary of State to be financing conflict in the Democratic Republic of the Congo or an adjoining country. Supplier(s) must include a statement of compliance on all Certificates of Conformance delivered to Rosenberger.

**18. DFARS Compliance.**

Supplier shall provide a certification stating that materials furnished are in compliance with: DFARS [qualifying countries](#) (225.872-1) and DFARS "[Specialty Metals](#)" (252.225-7008) unless otherwise specified on the Rosenberger purchase order.

**19. RoHS Compliance.**

When requested on Rosenberger's purchase order, the supplier shall provide with each delivery a certificate of compliance stating that all materials supplied are within the limits for hazardous substances as established by EU Directive 2002/95/EC. (need to clarify callout) Should any material not comply, the concentration of the hazardous substance shall be reported on a chemical test report. At the discretion of Rosenberger the material may be rejected and returned to the supplier if the concentration of the hazardous substance is over the established limits. Rosenberger also reserves the right to request a written plan from the supplier detailing the necessary steps required to bring the material into compliance and the date when compliance will be established.

**20. Product Safety and Conformity Awareness.**

Supplier acknowledges that is responsible for ensuring that persons performing work, services, or special processes effecting Rosenberger North America Pennsauken products are aware of their contributions to product safety and product conformity.

**21. Ethical Behavior.**

Supplier shall comply with the Aerospace Industries Association of America (AIA) *Global Principles of Ethics in the Aerospace & Defense Industry*, available for review here: <https://www.gdels.com/images/IFBEC-Global-Principles.pdf>