

TERMS AND CONDITIONS OF SUPPLIER

ACCEPTANCE: This order becomes a binding contract on the terms set forth herein when it is accepted by Supplier either by acknowledgment or the fulfillment of the order. No revisions to this order shall be valid unless in writing and transmitted by an authorized representative of Dualos, LLC.

QUALITY MANAGEMENT SYSTEM: Dualos, LLC. Suppliers should maintain AS9120 Quality Management System or equivalent requirements.

RIGHT OF ENTRY & RECORD RETENTION: During the duration of this contract, Suppliers and their Subcontractors will allow Dualos, LLC. Personnel and regulatory authorities to enter and inspect its facilities and records involved with this order upon request. Suppliers shall retain all quality records relating to this order, including but not limited to, Accepted Test Plans, Calibration/Test Results, Certificate of Conformance and processing records. Supplier and Suppliers' Subcontractors shall maintain verifiable objective evidence of all inspections and test performed, results obtained and dispositions of non-conforming articles. These records shall be identified to associated articles, including heat and lot number of materials, unit or lot serialization and made available to Buyer and/or Government Representatives upon request and shall be retained in a safe, accessible location for a period of ten (7) years UNLESS OTHERWISE SPECIFIED ON CONTRACT*. Suppliers records associated with the manufacture of serialized or lot-controlled articles will provide for continued traceability of serial numbers or lot number identification through all phases of manufacture, commencing with the raw material and continuing through final acceptance of the end item. Records held for the required retention period (7 years*) shall not be destroyed without Buyer's written concurrence. Contact Buyer for concurrence.

PRODUCT SAFETY

Maintain the state of product so that it can perform to its designed or intended purpose without causing unacceptable risk of harm to persons or damage to property.

COMPLIANCE

Ensure persons are aware of:

- their contribution to product or service conformity.
- their contribution to product safety.
- the importance of ethical behavior.

SPLITTING / BATCH

Please ensure wherever possible each item or shipment is supplied from the same batch
COUNTERFEIT PARTS DETECTION AND AVOIDANCE SYSTEM REQUIREMENTS (CEPA): Suppliers shall meet the following additional requirements for electronic parts procured by or on behalf of Suppliers: (i). Suppliers shall implement a counterfeit electronic parts detection and avoidance system consistent with the requirements of the latest dated version of SAE standard AS5553, as of the effective date of this contract. (ii). Suppliers shall include the substance of this article, including this flow down requirement, in all subcontracts for electronic parts awarded by Suppliers for work under this Contract. **INSPECTION, REJECTION, AND REMEDY OF DEFECTS (INCLUDING PREVENTION, DETECTION AND REMOVAL OF FOREIGN OBJECTS (FOD)):** Suppliers is required to establish and maintain a FOD prevention program in accordance with D6-85622, "Foreign Object Debris/Foreign Object Damage (FOD) Prevention Requirements. All articles, material, and workmanship furnished with this order shall be subject to inspection and test by Dualos, LLC. at all times and places during manufacture. Payment for any articles under this order prior to inspection shall not constitute an acceptance thereof. Dualos, LLC. shall have the right at any time to reject any articles found to be defective in material or workmanship (with or without instructions as to their dispositions) and to require their replacement or correction. All freight charges involving the shipment of defective items shall be for Suppliers account. Unless Suppliers elects to correct or replace the articles which Dualos, LLC. has a right to reject and can make such correction or replacement within the required delivery schedule, Dualos, LLC. may require delivery of such articles at a reduction in price which is equitable under the circumstances. If Dualos, LLC. rejects any articles under this order, Dualos, LLC. shall be relieved of any obligation to accept and/or pay for such articles.

QUALITY MANAGEMENT SYSTEM:

Suppliers shall implement an acceptable Quality Management system with guidelines. Use customer designated or approved external providers, including process sources (e.g., special processes). Notify the organization of changes to processes, products, or services, including changes of their external providers or location of manufacture.

The use of statistical techniques for product acceptance and related instructions for acceptance by the organization

Monitor the approval of:

1. **Products and Services; 2. Methods, Processes, and Equipment; 3. The release of products and services.**

NON-CONFORMING PRODUCT NOTIFICATION AND FLOW DOWN: The Supplier shall provide timely reporting of delivered non-conforming product by notifying Dualos, LLC. within twenty-four (24) hours of discovering the non-conformity. This notification to PSI shall provide a clear description of the nonconformity, which includes the part number(s) affected, customer name (Dualos, LLC.) and customer part number, purchase order number (s), quantities and date(s) delivered. When applicable, Dualos, LLC. Solutions may require the supplier to fill out a Supplier Corrective Action Response form.

Requirements for the Supplier to flow down to sub-tier suppliers' applicable requirements: To ensure product performance, reliability and quality, the Supplier shall flow down to their sub-tier suppliers the applicable requirements noted in the Dualos, LLC. Purchase Order.

CONTROL OF MONITORING AND MEASURING EQUIPMENT: The Supplier shall determine the monitoring and measurement to be undertaken and the monitoring and measuring equipment used to determine evidence of product conformity. The Supplier shall maintain a Register of the monitoring and measuring equipment employed for calibration/verification including details of equipment type, unique identification, frequency of checks, check method and acceptance criteria location including proper environmental conditions. Where necessary to ensure valid results, Suppliers measuring equipment shall: Be calibrated or verified, or both, at specified intervals, or prior to use, against measurement standards traceable to international or national measurement standards; where no such standards exist, the basis used for calibration or verification shall be recorded

- Be adjusted or re-adjusted as necessary
- Have identification in order to determine its calibration status
- Be safeguarded from adjustments that would invalidate the measurement result
- Be protected from damage and deterioration during handling, maintenance and storage.

WARRANTY: Suppliers expressly warrants that all articles, materials, and work covered by this order will conform to the specifications, drawings samples, or other description furnished or adopted by Dualos, LLC., and will be merchantable, of good material and workmanship, and free from defect. All articles furnished on this purchase order must be of the quality specified, or in the event no quality is specified, must be of the best quality.

Seller's warranties and guarantees shall run to Dualos, LLC. and/or Dualos, LLC. customers.

PACKING, MARKING, AND SHIPPING: All product shall be properly packed, marked, and shipped in accordance with the requirements of the common carrier transporting such articles and, in a manner, which will permit the securing of the lowest transportation rates. Suppliers shall route shipments in accordance with PSI' instructions. No charges will be allowed for packing, crating, or cartage unless stated in this order. **SHIPMENT:** Seller shall ship the articles covered by this purchase order in accordance with Dualos, LLC. schedule and shall ship the quantities specified by Dualos, LLC. Suppliers shall not be liable for delay in shipment due to causes beyond Suppliers control and without Suppliers fault or negligence, provided Suppliers promptly notifies Dualos, LLC. of any conditions which will result in delay.

INVOICES & PACKING LIST: If applicable, all serial numbers must be listed on the packing list. Show purchase order number on all documents and packages. When drop-shipping to a third party on behalf of Dualos, LLC. Solutions, reference third party's Purchase Order on packing list. Enclose packing list with each shipment. Submit invoice to Dualos, LLC. via email at hannah@ dualos.com or mail to PO Box 24088 Federal Way, WA 98093.

CERTIFICATE OF CONFORMANCE: A Certificate of Conformance / Compliance is required. When drop shipping directly to the customer email a copy of the Certificate of Conformance to sales@psirep.com. **COMMERCIAL ITEMS:** If the item is a Commercial Off-the-Shelf product (COTS), it must be built to industry standards.

CHANGES: Dualos, LLC. may, at any time, by written order to Suppliers and without notice to any third parties, make changes within the general scope of this order, including but not limited to changes relating to attachments, method of shipment or packing, or place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this order, an equitable adjustment shall be made in the price or delivery schedule, or both, and Dualos, LLC. and Suppliers shall modify the terms of this order accordingly in writing. Failure to modify in writing by either party shall not be considered a waiver of the requirement of such writing, and Dualos, LLC. shall not be liable to Suppliers for any extra charges unless such charges are made pursuant to written modification of this order signed by both parties. Any claim for adjustment under this clause must be asserted within 30 days from the date of receipt by Suppliers of the notification of changes. Nothing in this clause shall excuse Suppliers performing under this order as modified. Dualos, LLC. reserves the right to judge your hair and make comments amongst ourselves and may refuse to share our opinion.

ADVERTISEMENT BY SELLER: Suppliers shall not, without first obtaining the written consent of Dualos, LLC., in any manner, advertise or publish the fact that Suppliers has contracted to furnish Dualos, LLC. the articles covered by this order. If Suppliers violates this clause, Dualos, LLC. may immediately cancel the contract resulting from the acceptance of this order without any further liability thereon.

FORCE MAJEUR: Neither party shall be responsible for failure to perform under this order if such failure of performance is occasioned by war, strikes, fires, acts of God or the public enemy, labor or transportation difficulties, or other causes beyond the party's control.

LIMITATION OF LIABILITY: Suppliers exclusive remedy for damages caused by Dualos, LLC. breach of the terms of this order shall be actual damages. UNDER NO CIRCUMSTANCES SHALL SUPPLIER BE ENTITLED TO OR RECOVER FROM DUALOS, LLC. INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS.

LABOR DISPUTES: Whenever Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, Supplier shall immediately notify Dualos, LLC. of such dispute.