

PROCUREMENT STANDARD TERMS AND CONDITIONS

The following Procurement Terms and Conditions apply when referenced on Purchase Orders from ZERO Manufacturing (ZERO)

If there are questions about these clauses, please contact your ZERO Supply Chain Representative.

GENERAL TERMS AND CONDITIONS—APPLICABLE TO ALL PURCHASES

This document provides highlights of the ZERO Standard Terms and Conditions under which the Procurement Department will award business to Suppliers. Please ensure your quote for product includes provisions to meet the Terms & Conditions below and that the shipment of materials against Purchase Order(s) (PO) you receive match our PO specifications exactly.

Suppliers:

All suppliers of production materials and services must complete a Supplier Quality Questionnaire before being awarded business.

A copy of your Certification to ISO or AS9100 will expedite our approval process.

Request for Quotes:

All RFQ's submitted must be done so with the following in mind:

- · ZERO PO terms are net 60.
- Exceptions to specifications, tolerance, etc must be stated as "exceptions" on your response.
- All standard Quality Clauses (see <u>ZERO Quality Clauses ZG1-ZG29</u>) apply to all material and service buys.
- Flow down requirements must be adhered to. Procurement of Mil-Spec parts/processes require adherence to QPL (approved vendor listing) if applicable.
- · Original manufacturer's C of C may be required and must be kept in your files for a MINIMUM of seven (7) years.
- · RoHS and DFAR compliance required.
- · Quote to supply Chemical & Physical certifications on all raw materials used in the production of our parts.
- C of C must include heat lot # for traceability to the Chemical & Physical Certs supplied.

Purchase Orders:

- · ZERO PO is the controlling document for all buys.
- Any exceptions to the terms, quality clauses or specifications must be stated as part of the PO you receive in order to be valid.
- Supplier acknowledgements do not override PO Terms & Conditions.
- Only exceptions taken formally as part of the PO we send are valid. Deviations by verbal agreement, email or hand written note on PO are NOT binding.
- · Quality Clause deviations can only be authorized by the Director of Purchasing or the Director/Manager of Quality.
- · Flow down requirements may apply. Mil-Spec parts or finishes must meet specifications, including QPL (approved vendor lists).
- RoHS, DFAR compliance required. C of C must show heat lot for all raw materials used.
- Chemical & Physical Certs are required for all raw materials.
- · Your shipment and invoicing of product against a ZERO PO automatically commits you to meeting all aspects of the ZERO PO.