

These terms and conditions (the "Agreement") govern all orders placed by Buyer for goods and services from you, (the "Seller"). The order to which these terms and conditions apply is Buyer offer to Seller and becomes a binding contract, subject to these terms and conditions, when accepted by acknowledgement or commencement of performance by Seller. Buyer objects to all additions, exceptions, or changes to these terms, whether contained in any printed form of Seller or elsewhere, unless expressly approved by Buyer in writing. To the extent there are any inconsistencies between these terms and those written on the order, the order will control. Notwithstanding the foregoing, any separate warranty or promise set forth in any instrument provided by Seller that provides greater warranty protection than contained in these terms shall be binding on Seller. If this order cannot be fulfilled as agreed it shall become void automatically unless this period is extended by Buyer, in writing.

- 1. CONTROLLING LAW.** The purchase order is to be construed and interpreted according to the laws of the State of Florida, excluding its conflict of law provisions. The federal and state courts within Florida and the City of Tampa and County of Hillsborough and immediately surrounding counties shall have exclusive jurisdiction into adjudicate any dispute arising out of this agreement. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any order. The prevailing party in any legal action or arbitration brought to enforce the purchase order or any of its terms shall be entitled to reasonable attorney's fees, court costs, fees, and expenses.
- 2. PRICE & INVOICING.** Unless otherwise specified, the prices stated on this order include all charges for packing, handling, storage. Sales and use taxes not subject to exemption shall be stated separately on Seller's invoice. **INVOICES FOR GOODS OR SERVICES PURCHASED HEREUNDER SHALL CONTAIN THE FOLLOWING INFORMATION (A) BUYER'S PURCHASE ORDER NUMBER; (B) ITEM NUMBERS, (C) DESCRIPTION OF GOODS OR SERVICE, (D) QUANTITIES, (E) UNIT PRICES (USD), (F) SHIPPING DATES, (G) TRACKING NUMBER, AND (H) TIME AND MATERIAL CHARGES AND SUBCONTRACT CHARGES, IF APPLICABLE. ALL INVOICES SHALL BE SENT TO AP@DIRECTICS.COM.**
- 3. DELIVERY.** All orders shall be acknowledged promptly with a definite shipping date shown. Shipments shall be made to arrive no later than the delivery date shown on our Purchase Order. If any goods are not delivered by the designated delivery date, Buyer, in addition to other remedies provided by law, may either (i) refuse to accept such goods and cancel this order without penalty or cost or (ii) cause Seller to ship the goods by the most expeditious means of transportation with transportation charged to Seller's account. However, Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to acts of God, acts of civil or military authorities, Governmental priorities, fires, strikes, floods, epidemics, war, or riot, provided that the cause for such delay is reported in writing to Buyer within seven (7) days from the time commencement of such delay. Seller shall not deliver goods more than (5) days prior to the scheduled delivery date unless authorized in writing by Buyer. **Late Deliveries without written notification can affect your approval status on our AVL.** Seller shall bear the risk of loss or damage to the goods covered by this order until they are delivered to and accepted by Buyer.
- 4. PACKAGING AND SHIPPING INSTRUCTIONS.** All goods shall be suitably packed and properly marked (including notice of hazardous substances) or otherwise prepared for shipment so as to secure the lowest transportation rates and to meet carrier's requirements. Shipments shall be shipped via carrier listed on the Purchase order. **PACKING LIST DELIVERED WITH THE ORDERED PRODUCT SHALL HAVE: SELLER NAME AND ADDRESS, BUYER SHIP TO ADDRESS, BUYER PURCHASE ORDER NUMBER, BUYER PURCHASE ORDER LINE NUMBER, PART NUMBER ORDERED, ITEM DESCRIPTION, QUANTITY BEING SHIPPED, SERIAL NUMBER IF APPLICABLE, SHELF LIFE, DATE OF MANUFACTURE AND EXPIRATION DATE, MANUFACTURE BATCH OR LOT NUMBER, COUNTRY OF ORIGIN, NO PRICING OR COST INFORMATION, HTS CODE, AND HAZARDOUS UN NUMBER IF APPLICABLE.** Seller shall ensure that all items are correctly classified on the bill of lading to obtain minimum freight rates.

All goods must be shipped using ESD compliant packaging standards.

Materials that are Age Sensitive: Seller shall provide original manufacturing/cure date, and lot number(s), and the shelf-life expiration date (if indefinite or unlimited, so state). Seller shall physically identify the shelf-life expiration date on the deliverable product or the unit packaging according to the applicable standard. In addition, Seller shall forward any special storage/handling instructions to Buyer. Seller is responsible to determine if acceptance test report submittal is required in accordance with applicable material specification. Date sensitive materials must have at least 85% of their active life remaining at the time of shipping to Buyer.

- 5. COUNTRY OF ORIGIN REQUIREMENT:** All items must list the County of Origin, (where the parts were manufactured), and if requested the seller will provide a Certificate of Origin which meet the requirements of the various Free Trade Agreements which the US are signatories to, The FTA are Australia, Bahrain, CAFTA-DR, Chile, Colombia, Israel, Jordan, South Korea, Morocco, NAFTA, Oman, Panama, Peru, and Singapore. Please ensure if exporting product to the United States the correct Country of Origin, (country of manufacture), is identified on the shipping paperwork. **If Country of Origin is China, Buyer must be notified on confirmation of your PO or any customs tariff fees will incur a chargeback.**
- 6. PART REQUIREMENTS**
Part Conditions are defined as follows:
Factory New – Unused material purchased from the Original Equipment Manufacturer (OEM), an authorized distributor, franchise, or other qualified source. This material will include trace to the original manufacturer and shall be free of any cosmetic defects
New Surplus – Unused material purchased as excess inventory that may or may not possess traceability or original package*. This material shall not show evidence of prior assembly or use, but may exhibit signs of handling and storage, and age deterioration.
Refurbished - Used material that has been reworked/refurbished to ensure functionality. This may include material; removed from a circuit board or socket, re-tinned, re-balled, etc.
- 7. MANUFACTURER'S CERTIFICATION** when required on order it must be provided. This information will certify that the product was manufactured in accordance with the drawings & specifications approved by the manufacturer. If the product being purchased is FAA

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approved the certificate should state that the part was manufactured in accordance with applicable FAR's (FAR 21.1 – Commercial, FAR 21.121 – PC, FAR 21.303 – PMA, FAR 21.601 – TSOA). If the product being purchased is a MIL Spec item, the MIL Spec should be referenced. If commercial type item, the certification will state that the product being furnished is being supplied in accordance with the manufacturers defined process, design, test, and specification requirements.

8. **CERTIFICATE OF CONFORMANCE MUST BE PROVIDED.** This information will certify that the product was manufactured in accordance with the drawings & specifications approved by the manufacturer. The certification statement must be signed and may be at the bottom of the packing list. A standard certification can be on a separate page that is referenced back to the packing list. All handwritten data must be initialed and dated by the person doing the writing.
9. **ACCEPTANCE / INSPECTION.** All goods shall be received subject to Buyer inspection, testing, approval, and acceptance, notwithstanding any prior payment for such goods. **Product will be subjected to Buyer Counterfeit Mitigation Testing** which includes as applicable/or required: External Visual Inspection • Dimensional • Resistance to Solvents • Electrical Testing • Radiological (X-Ray) Inspection • Programming Testing • Delid/Decapsulation Internal Analysis (destructive) • Solderability Testing (destructive). Goods rejected by Buyer as non-conforming to the purchase order or goods specifications, whether provided by Seller or the manufacturer, may be returned to Seller at Seller's risk and expense and, at Buyer's request, shall immediately be replaced, purchase price refunded, or credit given, at the option of Buyer.

Buyer or its customer reserve the right to designate requirements for test, inspection and verification (including production process verification), including the use of statistical techniques for product acceptance and related instructions for acceptance by the organization. Seller should be prepared to provide inspection/verification, investigation, or auditing documents.

10. **NON-CONFORMING PRODUCT, PROCESSES, OR SERVICES.** Seller shall notify Buyer of non-conforming processes, products, or services that it discovers during the fulfillment of this purchase order and arrange with Buyer in advance of shipment for Buyer's express approval of disposition before any such items are shipped to Buyer.
11. **COUNTERFEIT/SUSPECT PARTS.** Seller shall not deliver and shall prevent the use of suspect, fraudulent, or counterfeit parts to buyer under this purchase order.
 - Inspection requirements – Seller shall establish and implement inspection activities necessary to assure the authenticity of purchased product, including:
 - Traceability and documentation verification
 - Visual Examination: The Seller shall prepare and have records evidencing inspections performed and conformance of the product to specified acceptance criteria.
 - Supply Chain Traceability – In the case of an investigation Seller should be capable of providing full traceability for the parts being purchased back to the manufacturer of electronic parts. This traceability method shall clearly identify the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the product for the seller and shall include the manufacturer's batch identification for the items.

If suspect or counterfeit parts (remarked, sanded, not original die, or any other counterfeiting method) are furnished under this order or are found in any of the goods delivered hereunder, such items shall be impounded by Buyer. We reserve the right to confiscate the parts, destroy them, or turn them over to the US Government or local authorities. Buyer reserves the right to withhold payment for the items pending the results of the investigation. Seller shall, at its own expense, promptly replace such counterfeit parts with parts acceptable to the Buyer and Seller shall be liable for all costs related to the removal and replacement of said parts, including but not limited, to shipping fees, testing fees, rework costs, & legal costs.

12. **CHANGES OR SUBSTITUTIONS Seller must notify the organization of changes to products, services, or processes including changes of their external providers or location of manufacture. No substitutions or changes in goods ordered shall be permitted without written authorization. Seller has the right to reject product that does not meet purchase order requirements.**
13. **QMS REQUIREMENT:** Seller shall implement a Quality Management System that ensures applicable requirements are adhered to and to prevent the shipment of suspected unapproved, unapproved, and counterfeit parts.
14. **CUSTOMER DESIGNATED OR APPROVED EXTERNAL PROVIDERS –** Seller shall use buyer designated or approved external providers that have the capabilities to meet requirements including flow down requirements.
15. **SUPPLIER PERFORMANCE.** Buyer will evaluate Sellers overall performance (On Time Delivery, Product Quality, Requirements not met (wrong part, qty, mfg etc.), at minimum annually. It is recommended sellers' continuous improvement plans should target zero defects and 100% on-time delivery. Supplier Performance is monitored and reviewed. To maintain "APPROVED" status performance targets are as follows: 80% Product Quality (defective product), 80% On Time Delivery, and 80% Overall Performance. When performance requirements are not met the following actions may be taken: A warning issued, A Supplier Corrective Action, (SCAR) issued, movement from "APPROVED" Status to "PROBATIONARY" Status, Removal from AVL. AVL status and performance results are available upon request.
16. **QUALIFIED PERSONNEL –** Personnel shall be competent and be aware of:
 - their contribution to product or service conformity.
 - their contribution to product safety.
 - the importance of ethical behavior.

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17. **RIGHT OF ACCESS.** Seller and its subcontractors shall provide right of access to Buyer, its customers and regulatory authorities to all facilities involved in the performance of the manufacture or supply of the goods or services ordered hereunder and to all records of Seller or its subcontractors applicable thereto, including on-site audits if required.
18. **RECORD RETENTION REQUIREMENTS-** Seller is to retain all records for a period of 10 years from the date of order. This includes but not limited to COC's, test reports, incoming inspection, supplier traceability, airworthiness certificates, authorized release certificates, supply chain traceability, manufacturer certs, etc. as applicable. Notify Buyer prior to the destruction of any records pertaining to the quality of product supplied including but not limited to: test reports, calibration records, production records, sub-tier supplier certificates of conformance.
19. **FLOW DOWN** Seller shall flow down to external providers applicable requirements including customer flow down requirements which are listed in the order. If this order is an Aerospace order Clauses 8 – 19 must Flowdown to your suppliers.
20. **TOOLS, DRAWINGS, MATERIALS, ETC.** Seller shall use all designs, tools, jigs, patterns, drawings, information, equipment, and other items ("items") furnished by Buyer only in the production of the goods or performance of services called for herein. The organization shall exercise care with property belonging to customers or external providers while it is under the organization's control or being used by the organization. The organization shall identify, verify, protect, and buyers' property provided for use or incorporation into the products and services. Buyer makes no warranty, express or implied, concerning the accuracy of any of the items it furnishes. All work must be in strict accordance with specifications, regardless of any deficiency in items supplied by Buyer. Title to all items furnished shall remain in Buyer, and upon completion or termination of this order all items shall be returned to Buyer or disposed of in accordance with Buyer's directions. When the property of a buyer is lost, damaged, or otherwise found to be unsuitable for use, the organization shall report this to the buyer and retain documented information on what has occurred. Seller shall assume all risk of loss of the items or damage to persons or property (including to the items) resulting in any way from Seller's possession or use of the terms, and Seller agrees to hold Buyer harmless from all Claims due to injury or damage to any person or property resulting directly or indirectly from the Items or use thereof.
21. **FOREIGN OBJECT DEBRIS (FOD):** The Seller shall develop and maintain a Foreign Object Debris (FOD) prevention program to identify and eliminate foreign object entrapment areas and paths through which foreign objects may migrate and cause product failure. The FOD program will include design, manufacturing, and process controls to prevent FOD in deliverable items. The Seller shall include periodic self-assessment of internal FOD prevention practices to measure effectiveness. Delivered material must be clean and free from any material/debris, such as machined chips, burrs, grinding dust, forming materials, corrosion, oil and other foreign material on surfaces to prevent FOD entrapment. The Seller shall be responsible for all product cleanliness which includes all packaging materials (including internal packaging and returnable dunnage if applicable) for such components. The Seller should have special emphasis controls in place appropriate for the manufacturing environments.
22. **WARRANTY.** Seller provides the following warranties to Buyer, its affiliates and customers regarding goods or services furnished to Buyer, which warranties shall survive any delivery, inspection, acceptance, payment, or resale of the goods or service: Goods do not and will not infringe any party's intellectual property rights; Seller has the necessary right, title, and interest to provide the goods and services to Buyer, and the goods and services will be free of liens and encumbrances; Goods are genuine, new, original, un-pulled, un-programmed, solderable, without bent or formed leads, test dot or other 3rd party markings, are contained in the original manufacturer's packaging, marked with all original part number markings and codes, and of the grade and quality specified in accordance with all manufacturer or other specifications; All products have date codes no later than 12 months old, unless expressly stated otherwise in the purchase order; All programmable devices are free of all pre-programming; For any goods that have a shelf life, such goods will have the greater of (i) 80% of its shelf life or (ii) two (2) years of shelf life remaining at the time of shipment.; Seller expressly warrants that the goods or services ordered (i) shall be merchantable; (ii) shall conform to the order, to specifications, drawings, and other descriptions referenced in the order, and to any accepted samples; (iii) shall be free from defects in materials and workmanship; (iv) shall be free from defects in design unless the design was supplied by Buyer; and shall be fit and safe for the intended purposes. Except for the warranties set forth in compliance with environmental and other regulations, all of which shall have the maximum warranty period allowed by law, the warranties herein shall extend for the longer of (i) one (1) year from Buyer's receipt of the goods, or (ii) the warranty period provided by the manufacturer.
23. **INSURANCE:** If this purchase order requires the performance of work on Buyer's property or on the property of a third party, Seller shall provide at its sole expense public liability and property damage insurance in amounts satisfactory to Buyer. Seller shall also carry at its sole expense automobile liability insurance, including automobile, no ownership liability insurance for all liabilities arising out of injury and death as well as destruction of property for all automobiles owned or hired by Seller and comprehensive general liability insurance including contractual liability insurance (broad or intermediate form), manufacturer's and contractor's liability insurance and completed operations and product liability insurance all in amounts satisfactory to Buyer. Before starting work hereunder Seller shall furnish Buyer certificates of such insurance, which shall be with companies and in form satisfactory to Buyer. The certificates shall provide that thirty (30) days written notice must be given to Buyer before cancellation of or material change in the coverages.
24. **INDEMNIFICATION.** Except as otherwise expressly limited herein, Seller agrees to indemnify, defend and hold Buyer, its officers, directors, employees, representatives, affiliates, and its customers harmless from and against any and all claims, actions, losses, costs, damages (including reasonable attorney's fees), penalties and fines they may suffer or incur arising from or as a result of (a) infringement of the intellectual property or proprietary rights of others; (b) personal injury or property damage caused by the goods; (c) breach of Seller's warranties and representations herein as relating to the goods, including, without limitation, defects, conformance or environmental compliance.
25. **ASSIGNMENT.** No assignment of an order or of any moneys due or to become due there under shall be binding upon Buyer until its written consent to the assignment is obtained. Payment to any assignee of any claim under an order shall be subject to set-off or recoupment for any present or future claim or claims which Buyer may have against Seller.

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26. **SETOFF.** Any counterclaim against Seller or any of its related entities by Buyer or any of its related entities which arise out of this, or any other transaction may be set off against any money due Seller under an order.
27. **MODIFICATION** No modification or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Usage of trade, course of performance, and course of dealing cannot supplement or modify the written terms of this order. Buyer reserves the right and Seller agrees to accept reasonable changes to this order, including changes as to packing, testing destinations, specifications, designs, and delivery schedules, but changes shall be authorized only by Buyer's written release order. Buyer's (a) failure to insist on strict performance of any term or condition hereof or (b) failure or delay to exercise any right or remedy provided herein or by law or properly to notify Seller in the event of breach or (c) acceptance of or payment for goods hereunder or (d) approval of any design shall not release Seller from any of the warranties or obligations of this order and shall not be deemed a waiver of any right of Buyer to insist upon strict performance hereof or of any of its rights or remedies as to any prior or subsequent default hereunder nor shall any purported oral modification or rescission of this purchase order by Buyer operate as a waiver of any term or condition here expressly to apply to the goods or services ordered herein, in the event of a conflict the provisions of the agreement shall control only for those goods and services contemplated both by this order and the agreement. In the performance of work hereunder, Seller and its sub contactors shall comply with all applicable federal, state and local laws and rules and regulations and shall furnish evidence of such compliance as required by Buyer. Nothing in this order or any acceptance hereof shall constitute Seller or any of its officers, directors, or employees as Buyer's agent, legal representative or employee.
28. **CONFIDENTIAL.** The Seller shall not disclose any detail connected with any order, (except for the benefit of Buyer), to any third party without first obtaining the written consent of Buyer.
29. **BREACH.** If Seller fails to perform or comply with any provisions of any order, Buyer may cancel the order in whole or in part and may consider such failure or non-compliance as a breach of this contract. Buyer expressly retains all its rights and remedies provided by law in the case of such breach, and no action by Buyer shall constitute a waiver of any such right or remedy.
30. **INSOLVENCY.** In the event of the institution of any proceedings by or against either party in bankruptcy or insolvency or under any provisions of the Bankruptcy Act or for the appointment of a receiver or trustee or an assignment for the benefit of creditors of either party, the other party may terminate this order without further cost or liability.
31. **CODE OF CONDUCT:** Seller shall be dedicated to identifying and reducing the environmental impact of its operations, activities and products and committed to comply with all applicable laws and other regulatory requirements concerning the environment. Seller shall promote a sustainable development and strive to prevent undesirable impacts on the environment and their employees. Seller shall comply with certain business and ethical standards, as well as the laws of their countries and all other applicable laws, rules and regulations. See Direct Components [Code of Business Ethics, Conduct, and Sustainability](#).
32. **DATA PROTECTION:** Implement and maintain administrative, physical, and technical safeguards("Safeguards") that meet or exceed relevant industry standards and that protect the security and privacy of Personal Information. Seller will not permit access to Personal Information except to those who need to know it in order to perform under this agreement, and will ensure that any third party accessing Personal Information protect it with Safeguards at least as strong as Seller's Safeguards
33. **ENVIRONMENTAL LAWS:** Seller expressly warrants that the goods conform to all manufacturer or other agreed to specifications, including, without limitation, compliance with substance prohibitions and restrictions set out in EU Directive 2002/95/EC, 2011/65/EU, 2015/863, Restriction on Hazardous Substances (RoHS), REACH(SVHC), TSCA, and any other related or similar, implementing laws, rules, regulations, standards and restrictions within the United States, the European Community, China or other countries unless otherwise authorized.
34. **CONFLICT MINERALS POLICY.** On August 22, 2012, the Securities and Exchange Commission adopted Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Conflict Minerals Law"). The Conflict Minerals Law requires all publicly traded companies to report annually to the SEC whether they use Conflict Minerals including gold, wolframite, cassiterite, columbite-tantalite and their derivative metals, which include tin, tungsten, tantalum and any other compounds designated by the U.S. Secretary of State. Suppliers are expected to provide all necessary due diligence information to confirm that all material supplied to Direct are Conflict-free. Sellers are expected to pass this requirement onto their supply chain.
35. **EQUAL EMPLOYMENT OPPORTUNITY.** This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.
36. **EXPORT COMPLIANCE.** Seller acknowledges Seller's obligation to control access to technical data and equipment under applicable worldwide export laws and regulations and agrees to adhere to such laws and regulations and conditions of any licenses issued in connection with any technical data or equipment received under the Buyer's Purchase Order. Seller is responsible for obtaining required export licenses or other approvals from the government of the country of origin. Seller will inform Buyer in advance if any product is or contains any technical data or parts that is controlled or restricted for export by any government agency. Seller represents and warrants that Seller is not designated on, or associated with, any party designated on any government restricted parties list, including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List and Entity List or Unverified List, the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List, the U.S. State Department

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Directorate of Defense Trade Controls ("DDTC") Debarred Parties List and Nonproliferation Sanctions list, the United Nations Security Council Sanctions list, the Australia Consolidated list, the Canadian Restricted Entities list, the EU Financial Sanctions and UN Sanctioned Countries lists, and the World Bank List of Debarred Firms. The Seller shall indemnify the Buyer for all liabilities, penalties, losses, damages, costs and/or expenses that may be imposed on, or incurred by, the Buyer in connection with any violations of these export control laws and regulations by the Seller.

Seller represents and warrants that it is not and will not be at any time during the performance of this purchase order, listed or named on, or affiliated with a party listed or named on, the "Excluded Parties List System" or "EPLS," as described in the Federal Acquisition Regulations (currently Section 9.404). In the event of a violation of this representation, without limiting its other rights and remedies, Buyer reserves the right to terminate this purchase order without penalty. As of the date of sale to Buyer, Seller shall immediately advise Buyer's purchasing representative in writing if Seller is unable to make any warranty or representative set forth above for any item covered by this order. Do not ship such to Buyer unless instructed to do so in writing by Buyer's purchasing representative

37. **ENTIRE AGREEMENT.** The purchase order and these terms and conditions contain the entire understanding between Buyer and Seller with respect to the subject matter of the order and supersede all prior agreements. No waiver of any breach of these terms shall be held to be a waiver of any other or subsequent breach. Buyer's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity
38. **CONDITIONS APPLICABLE ONLY IF THIS ORDER IS PLACED UNDER GOVERNMENT CONTRACTS OR SUBCONTRACTS.** If this order is placed pursuant to a government prime contract or subcontract referenced by a number, DPAS rating, or otherwise noted in the purchase order, the applicable clauses set forth in the FAR and DFARS apply as in effect on the date hereof and are incorporated herein.