



## **TRIDENT PRECISION MANUFACTURING, INC**

### **Purchase Order Terms and Conditions**

#### **1. ACCEPTANCE**

This Purchase Order (“PO”) constitutes Buyer’s offer. Acceptance occurs upon written acknowledgment, shipment of goods, or commencement of work. Any additional or conflicting terms proposed by Supplier is rejected unless expressly agreed to in writing. Purchase Orders that are unconfirmed within 48 hours shall not relieve Supplier of its obligations. Performance shall constitute acceptance at the Purchase Order line due date and pricing.

#### **2. COMPLIANCE WITH LAWS**

Supplier shall comply with all applicable laws and regulations, including but not limited to ITAR, EAR, FAR/DFARS (as applicable), European Directive R3 or current RoHS standard, CMMC Level 2 / NIST SP 800-171, FDA (if applicable), OSHA, environmental regulations, and all applicable New York State, Federal and Local laws. Suppliers shall maintain all required certifications, registrations licenses and approvals.

#### **3. ITAR-EXPORT CONTROL**

Supplier shall comply with all U.S. export control laws and shall not export, re-export, or transfer controlled items or technical data without proper authorization. Access to controlled data shall be restricted to authorized personnel. Supplier shall immediately notify Buyer of any violations.

#### **4. CYBERSECURITY (CMMC LEVEL 2)**

Supplier shall protect Controlled Unclassified Information (CUI) in accordance with NIST SP 800-171 and DFARS 252.204-7012 (if applicable), report cyber incidents within 72 hours, and flow down cybersecurity requirements to sub-tier suppliers if applicable.

#### **5. QUALITY**

Supplier shall maintain an appropriate quality management system (e.g., ISO 9001, AS9100, ISO 13485 as applicable), provide Certificates of Conformance and required documentation, maintain traceability, and notify Buyer of nonconforming product prior to shipment. Certificate of Conformation (C of C) required with every shipment of product. Certificate of Conformation must have Trident PO number, Trident Part number, Lot Number and if applicable Date of Manufacture, Country of Origin and Expiration Date.

## **QUALITY continued**

Raw material must meet DFARS requirements, including specialty metals where applicable and must ship with Manufacturer Lot Traceability. The Manufacturer lot number must be clearly identified on the packing slip.

Supplier to provide Trident in writing from the Manufacturer that states products meet R3 or current RoHS standards if applicable.

Suppliers performing calibration services for Trident must provide calibration certificates upon return of equipment that demonstrate traceability to national standards. All measuring and test equipment used by the supplier shall be actively maintained and calibrated in accordance with standards traceable to the National Institute of Standards and Technology (NIST). Calibration processes must ensure that the active measuring and test equipment instruments are calibrated to standards traceable to the National Institute of Standards and Technology (N.I.S.T.) and will not exceed 25% of the manufacturer's stated accuracy for each characteristic being calibrated.

If any equipment fails to meet calibration requirements, the supplier shall notify Trident in writing and provide details of the nonconformance.

## **6. DELIVERY**

Time is of the essence. Suppliers shall meet delivery schedules and promptly notify Buyer of delays. Buyer reserves the right to cancel or reschedule late delivery. Ship exact quantities unless approved. Deliveries greater than 5 days early must be approved or may be returned at Supplier's expense. All shipments are subject to Trident approval. Trident reserves the right to accept or refuse any non-compliant shipment at the Supplier's expense.

For shipments consisting of multiple small packages, Suppliers must contact Trident prior to shipping. Suppliers shall provide the Purchaser with the following information to allow Trident to issue proper shipping instructions:

- Number of packages
- Total shipment weight
- Package dimensions
- Shipping origin
- Confirmation of whether the shipment can be consolidated and shipped on a skid

## **DELIVERY Continued**

All shipments with a total weight exceeding 150 pounds must be shipped LTL Freight using Trident's designated FedEx account, unless prior written authorization is provided by Trident. Suppliers must not ship any materials until shipping instructions have been issued by Trident.

### **7. INSPECTION & ACCEPTANCE**

All goods/services are subject to Buyer inspection. Rejected goods may be returned at Supplier's expense. Payment does not constitute acceptance.

### **8. NON-CONFORMANCE**

Supplier shall not ship nonconforming product without Buyer's written approval and shall be responsible for all associated costs with non-conforming product. This includes rework, replacement, administrative costs, inspection and corrective actions.

### **9. COUNTERFEIT PARTS**

Supplier shall prevent counterfeit parts, procure only from approved sources, and provide traceability upon request.

### **10. CHANGE CONTROL**

Supplier shall not change design, materials, processes, manufacturing location, or sub-tier suppliers without prior written approval. Buyer may require First Article Inspection (FAI) or re-qualification due to approved changes.

### **11. FLOW-DOWN REQUIREMENTS**

Supplier shall flow down all applicable requirements of this PO to sub-tier suppliers, including regulatory, quality, export control, and cybersecurity requirements. The supplier is responsible for implementing all quality requirements flowed down by Trident. In the absence of specific flow-down requirements, the supplier shall comply with Trident Workmanship Standards, available at: [www.tridentprecision.com](http://www.tridentprecision.com). (Bottom of Home page under Links)

### **12. RIGHT OF ACCESS**

The Buyer, Trident's customers, and regulatory authorities shall have access to Supplier's facilities and records for audit and inspection related to Purchase Order with reasonable notice, except where unrestricted access is required by law or regulation.

### **13. CONFIDENTIALITY**

All Buyer-provided information is confidential and shall not be disclosed or used except for fulfillment of this PO.

#### **14. INDEMNIFICATION**

Supplier shall indemnify, defend and hold Buyer harmless from any claims, damages, losses, penalties or expenses including reasonable attorney fees, arising from Supplier's performance, including defects or noncompliance of products or services.

#### **15. INSURANCE**

Supplier shall maintain adequate insurance, including general liability, product liability, and workers' compensation, and provide proof upon request.

#### **16. TERMINATION**

Trident shall pay only for conforming goods or services accepted prior to termination. Supplier shall immediately cease work and mitigate costs upon termination.

#### **17. RECORD RETENTION**

Supplier shall retain records for a minimum of seven (7) years related to this Purchase Order or as otherwise required and make them available upon request.

#### **18. ETHICS**

Supplier shall comply with all applicable anti-corruption laws and conduct business ethically.

#### **19. GOVERNING LAW**

This PO shall be governed by the laws of the State of New York. Jurisdiction and venue shall reside in New York courts.

#### **20. SHELF LIFE**

Shelf-Life products if applicable, must have the following on the packing slip; Batch number, Lot number, Expiration date. Product must have at least 2/3rds shelf life or more upon receipt to Trident. Shelf-Life date must be clearly noted on package.

#### **21. Technical Data Sheets-Safety Data Sheets-GHS Labeling**

Products made with chemicals; Supplier must send Technical Data Sheet and Safety Data Sheet to Buyer. All products must meet GHS (Global Harmonized System) label and OSHA Hazard Communication requirements.

#### **22. Tariffs**

Suppliers if applicable, must provide Tariff charges on all order acknowledgments and invoices. Provide what lines the Tariff charges will apply to and what the cost is when providing the order acknowledgment and invoice. Unreported tariffs shall not be reimbursed by Trident.

**23. Trident Remit To**

Email all invoices to ap@tridentprecision.com

**24. ENTIRE AGREEMENT**

This PO constitutes the entire agreement unless superseded by a written contract.

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**ACCEPTANCE OF THIS PURCHASE ORDER CONSTITUTES SUPPLIER'S  
AGREEMENT TO ALL TERMS AND CONDITIONS STATED HEREIN.**