

## Purchasing Requirements

Excellon Technologies is a Certified Supplier and is required to ensure that our purchasing process complies with all applicable purchasing requirements. These Purchasing Requirements are supplied to your company as an addendum to the Purchase Order issued to your company for services and/or products.

In addition to the specifications, drawings, process requirements, inspection instructions and/or other relevant technical data that is contained with, or specified on the Purchase Order, your company is being notified of, and required to, comply with the following additional requirements:

1. Limitation on Use of Disclosure: Supplier shall never disclose any confidential information to any person or entity outside without express written permission from Excellon Technologies;
2. Excellon Technologies is ITAR registered. ITAR regulations require any product detail(s) including data, drawings, images, etc. provided to the supplier shall not be disclosed to foreign persons.
3. Calibration service providers are required to provide evidence that all calibrations are performed with standards traceable to NIST.
4. The implementation of a quality management system;
5. The use of customer-designated or approved suppliers, including process sources (e.g., special processes);
6. Notification to Excellon Technologies when nonconforming processes, products, or services occur and obtain approval for disposition;
7. Notification to Excellon Technologies of changes to your processes, products, or services, including changes of your suppliers or location of manufacture, that may affect Excellon's ability to meet the customer's requirements, and to proactively obtain approval from Excellon Technologies regarding your intent to modify;
8. The flow down to your sub-tier suppliers of any applicable specifications or requirements, including Excellon Technologies requirements;
9. Retain applicable records including retention and disposition requirements associated with these records for a minimum of ten (10) years or as specified within the Purchase Order;
10. The right of access by Excellon Technologies, Excellon's customers, and/or regulatory authorities;
11. Acceptance of the notice, as specified on the Purchase Order, of any verification or validation activities that Excellon Technologies, or its customer, may intend to perform at your premises;
12. Awareness and controls to prevent the use, or supply of, counterfeit parts to fulfill the Purchase Order requirements:
  - a. For purposes of this Section, "Work" consists of those parts delivered under the Purchase Order that are the lowest level of separately identifiable items (e.g., articles, raw materials, components, goods, and assemblies).
  - b. "Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer.

## Purchasing Requirements

- c. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. "Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work is authentic.
- d. Supplier shall not deliver Counterfeit Work or Suspect Counterfeit Work to Buyer under the Purchase Order.
- e. Supplier shall only purchase products to be delivered or incorporated as Work to Buyer directly from the original component manufacturer ("OCM"/original equipment manufacturer ("OEM")), or through an OCM/OEM authorized distributor chain. Supplier may use another source only if: (i) the foregoing sources are unavailable, (ii) Supplier's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) Supplier obtains the advance written approval of Buyer.
- f. Supplier shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in the Purchase Order.
- g. Supplier shall immediately notify Buyer with the pertinent facts if Supplier becomes aware or suspects that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by Buyer, Supplier shall provide documentation that authenticates traceability and enables tracking of the affected items through the supply chain back to the applicable OCM/OEM.
- h. This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work or other provision included in the Purchase Order addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.
- i. If Work delivered under the Purchase Order constitutes or includes Counterfeit Work, Supplier shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of the Purchase Order. Notwithstanding any other provision in the Purchase Order, Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Buyer's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. If Work delivered under the Purchase Order constitutes or includes Suspect Counterfeit Work, Supplier shall, at its expense, promptly prove that such Suspect Counterfeit Work is authentic. If Supplier is unable to prove such authenticity to Buyer's sole satisfaction, the provisions of this paragraph regarding Counterfeit Work shall apply. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of the Purchase Order.
- j. At the request of Buyer, Supplier shall provide a certification that the Work provided to Buyer does not contain any Counterfeit Work or Suspect Counterfeit Work. Certification may also include or require the submission of an original certificate of conformance, original test reports, or other data traceable to approved labs or other entities to ensure an item is as claimed. Buyer may request clear identification of the name and location of supply chain intermediaries from the OCM/OEM to the direct source of the Work for Supplier; and where available, the batch identification of the OCM/OEM for the Work, such as date codes, lot codes, or serial numbers.
- k. Supplier shall be responsible to communicate the above counterfeit controls to sub-tier suppliers the delivery of items that will be included in or furnished as Work to Buyer.

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As an approved supplier to Excellon Technologies, we request that you do your best efforts to ensure that your personnel are aware of their contribution and impact on providing safe, defect-free services and/or products, while providing your services in an ethical manner for Excellon Technologies and the end customer's expectations.