

**STANDARD PURCHASE ORDER TERMS AND CONDITIONS**  
EDC-111

REV D, 03-20-17

101. Hadco Metal Trading, Co., LLC Standard Terms and Conditions are incorporated and shall apply to the purchase order except where special requirements are stated elsewhere. The purchase order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance or acknowledgement shall be effective or binding unless expressly agreed to in writing by Hadco Metal Trading Co., LLC.
102. Physical and chemical test report certification for each item, stating actual chemical composition and actual mechanical properties must accompany material. Test reports shall be legible (reproducible condition) and include the following information: specification with latest revision, results of all specified testing requirements, the manufacturer's heat, batch or lot number, and any other requirements specified on the purchase order.
103. Physical and chemical test reports originating from the producing mill shall be supplied with each shipment. Test reports shall be legible (reproducible condition) and provide traceable documentation to Hadco Metal Trading Co., LLC name and PO number. The material designation, specification, latest revision and results of all specified testing requirements, the mill heat number and any other requirements specified on the purchase order shall be included with the test reports.
104. Hadco Metal Trading Co., LLC reserves the right to conduct onsite audits as deemed necessary to verify systems and review requirements with suppliers. The right to verify that subcontracted product conforms to specified requirements at suppliers facilities extends to Hadco customers and customer representatives.
105. Hadco may reject and retain counterfeit/suspect information or items at no cost, and identify and segregate material. If suspect/counterfeit parts are furnished under the purchase order, such parts shall be impounded by Hadco or removed by Seller as directed by Hadco. Seller shall promptly replace such parts with those acceptable to Hadco and Seller shall be liable for all costs relating to impoundment, removal and replacement.
106. The Seller shall maintain an effective Quality System planned and developed in conjunction with his other functions to comply with contractual requirements. In order that the Quality System will be effective, it shall provide that defects or other unsatisfactory conditions are discovered and corrected at the earliest practical point. The system shall provide controls capable of maintaining conformance and product integrity. The seller shall provide all inspections,

tests, information, documents, records, reports, facilities, equipment, samples, materials and assistance to Hadco and Hadco representatives. Supplier shall retain all records pertaining to material, manufacturing processes, special processes, testing and inspection for ten (10) years.

107. Hadco may refuse to accept material delivered under purchase order if the Seller fails to submit the certifications, documentation, or test data. Hadco reserves the right to perform material analysis at Sellers' expense in the event that the certified material analysis is not provided at time of receipt of items.
108. Procedures for the handling of nonconforming material shall assure positive identification of such material and its prompt and continued segregation from other material being processed or stored. Nonconforming material shall be positively identified and segregated from other material being processed or stored and held for appropriate documented review action and disposition.  

The Supplier shall provide timely notification of delivered nonconforming product, by reporting Hadco within twenty four (24) hours from discovering of the nonconformity. This notification shall include a clear description of the nonconformity, purchase order number(s), part number(s) affected, date(s) of delivery, quantities and any further information, if applicable.
109. The Seller shall maintain traceability of material used in the manufacture of deliverable products. A correlation shall be made between the data derived from test, inspection and processing for each item produced and each lot of material and delivered to Hadco with each shipment. The Seller shall maintain controls to assure preservation, packaging and shipping requirements. The lack of a specific requirement in the purchase order does not relieve the Seller of the responsibility for packaging in a manner that will insure receipt of material at Hadco in an acceptable condition.
110. Quantities in excess of that shown in the purchase order, if rejected, will be returned at Seller's risk and expense. Any excess quantities that Hadco accepts shall be at the purchase order price or below.
111. The goods furnished are exactly as specified in the purchase order. They are free from all defects. The goods furnished are subject to inspection
112. Seller warrants that all goods and services sold hereunder shall have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations to which they are subject. Seller shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required in agreements of this character are hereby incorporated by this reference.
113. Supplier represents, warrants and covenants: (i) it is a corporation duly organized, existing and in good standing under the laws of its state, country or

province or organization (ii) it has all requisite legal and corporate power and authority to enter into these Standard Purchase Order Terms and Conditions; (iii) products conform to their manufacturer's and suppliers published specifications and will be free from defects in material, workmanship and design; (iv) supplier shall comply with all applicable federal state and local laws and regulations including any environmental laws and regulations

114. Supplier shall include Hadco's purchase order number on all invoices or vouchers, packing lists, bills of lading, packages, containers and correspondence processed under this order.
115. A packing list shall accompany each shipment of goods.
116. Supplier must notify Hadco of changes in their product and/or process, changes of suppliers, changes of facility location.
117. Material suppliers shall establish written procedure which addresses elimination of Foreign Object Damage (FOD), perform periodic FOD audits, and shall flow FOD requirements to their sub-tiers, if applicable.
118. All products supplied to Hadco Metal Trading Co. must fully comply with the "Conflict Minerals" rule directed by Section 1502 of the Dodd-Frank Act of 2010.
119. The supplier shall flow-down to their external providers applicable requirements, including relevant regulatory, statutory and customer requirements.
120. Supplier shall ensure that relevant persons are aware of:
  - their contribution to product or service conformity;
  - their contribution to product safety;
  - the importance of ethical behavior.
121. When noted on the purchasing documentation, the supplier shall use customer-designated or approved external providers, including process sources (e.g. special processes).