



## GENERAL TERMS AND CONDITIONS OF PURCHASE

**1. PRICE** - The articles shipped or work performed against this order must not be invoiced at a higher price than shown without written consent. No charge will be allowed for packing, crating, freight, express or cartage unless agreed upon. Invoice must itemize transportation charges and taxes as separate items. Cash discounts will be calculated from the date acceptable invoices are received by Monroe GMA, LLC or from the date of the receipt of the articles shipped pursuant to this order, whichever is later. Except as otherwise provided in this order, the price includes all applicable Federal, State and Local taxes in effect on the date hereof.

**2. INSPECTION** – Seller facilities and equipment and the articles to be shipped and the work to be performed are subject to Monroe GMA, LLC inspection and acceptance. The Seller shall have on file at its facility, subject to audit by GMA, adequate data showing the presence in each article, including all components and raw materials incorporated therein, of the physical and chemical properties required by the applicable specifications. Seller also shall impose the same requirement on subcontractors. Certificate of Conformance (CoC) shall be provided for each item or shipment. Printed Circuit Boards shall be accompanied by the appropriate quality documentation, test reports and a solder sample.

**3. WARRANTY** – Seller warrants that the goods delivered pursuant to this Purchase Order, unless specifically stated otherwise in this Purchase order, shall be new material obtained directly from the Original "Equipment Manufacturer (OEM) or an authorized OEM reseller or distributor, not be or contain Counterfeit items, contain only authentic, unaltered OEM labels and other markings and be free from defects in workmanship, materials and design and be in accordance with all the requirements of GMA's Purchase Order. These warranties shall survive inspection, test, final acceptance and payment of goods and services. Seller shall be liable for and save Buyer harmless from any loss, damage, or expense whatsoever that Buyer may suffer from breach of any of these warranties. Remedies shall be at Buyer's election, including the prompt repair, replacement or reimbursement of the purchase price of nonconforming goods or services.

**4. DELIVERY SCHEDULE** – Deliveries shall be strictly in accordance with the schedule set out or referred to in this order. Articles shipped to Monroe GMA, LLC in advance of schedule may be returned to Seller at Seller's expense. If Seller's deliveries fail to meet such schedule, Seller at its expense will use an expedited method of shipment specified by Monroe GMA, LLC if requested so to do, until past deficiencies are corrected, and deliveries are on schedule. If releases are used by Monroe GMA, LLC, Monroe GMA, LLC is not liable for fabrication or shipment of articles in excess of authorized releases.

**5. PACKING AND SHIPPING** - Seller shall comply with best commercial practice for shipments adequate for safe arrival at destination and for storage for protection against weather and transportation, to comply with carrier regulations and to secure lowest transportation costs. A packing list showing purchase order numbers, item numbers, and description of contents must be included in each package.

**6. DEFAULT** – Monroe GMA, LLC may terminate this order in whole or in part without liability if Seller fails to perform or comply, or so fails to make progress as to endanger performance or compliance with any provisions of this order, including Seller's warranties, or if Seller becomes insolvent, admits its inability to pay its debts as they mature, makes an assignment for the benefit of creditors or if a petition under the Bankruptcy Act is filed by or against Seller. Seller agrees to indemnify and hold Monroe GMA, LLC harmless from any loss, penalty or damages resulting from Seller's refusal or failure to make progress or comply with any provisions of this order. Notwithstanding the above provisions of this paragraph, Seller shall not be liable for delays or defaults due to causes beyond its control and without its fault or negligence if Seller notifies Monroe GMA, LLC in writing of such delay and its cause. The rights and remedies of Monroe GMA, LLC provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law under this order.

**7. CHANGES** - Monroe GMA, LLC shall have the right to make changes in (1) the specifications, drawings and samples, if any; (2) the method of shipment or packaging; (3) the place and time of performance; and (4) the articles and materials, including the quantity thereof, to be furnished by the Seller. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this purchase order, an equitable adjustment shall be made in the contract price or performance schedule, or both by mutual agreement. Any claim by Seller for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Seller of the notification change. No change under this clause will be allowed unless it is set forth in a written amendment of this order by Monroe GMA, LLC's Purchasing Department.

**8. MATERIALS, TOOLS AND EQUIPMENT PAID FOR OR FURNISHED BY Monroe GMA, LLC** - Any materials, tools, equipment or facilities furnished by Monroe GMA, LLC on other than a charge basis in

connection with this order will be deemed bailed to the Seller for mutual benefit and title thereto shall at all times remain in Monroe GMA, LLC. Seller agrees to pay for all such materials, tools, equipment or facilities spoiled by it or not otherwise satisfactorily accounted for. Tools, facilities and equipment paid for or furnished by Monroe GMA, LLC shall be covered by a Monroe GMA, LLC consignment invoice, the terms of which are incorporated herein by reference.

**9. USE OF TECHNICAL INFORMATION** - Any specifications, drawings, reprints, technical information or data furnished by the Seller hereunder shall remain Monroe GMA, LLC property shall be kept confidential and shall be returned at Monroe GMA, LLC's request. Such documents shall be used in filling this order and may not be used for other purposes unless agreed to by Monroe GMA, LLC in writing. This paragraph does not prohibit the Seller from using the above information or property in the production of articles for direct sale to the Government at the Government's request where the Government has the right to use the same for such production.

**10. INFORMATION DISCLOSED BY SELLER** - Unless otherwise agreed to in writing by Monroe GMA, LLC any information disclosed to Monroe GMA, LLC by the Seller in connection with the purchase covered by this order shall not be deemed to be confidential or proprietary information and shall be acquired without any restrictions (other than a claim for patent infringement) as part of the consideration for this order.

**11. INDEMNITY** – Seller shall keep its work and all goods supplied by it hereunder and Buyer premises free and clear of all liens and encumbrances, including mechanic's liens, in any way arising from performance of this Purchase Order by Seller or by any of its vendors or subcontractors. Seller may be required by Buyer to provide a satisfactory release of liens as a condition of final payment.

**12. COMPLIANCE WITH LAWS** - The articles furnished and work performed hereunder by the Seller shall comply both as to product and manufacture with all applicable State, Federal, and local laws, rules and regulations, and the Seller will indemnify Monroe GMA, LLC against liability on account of any non compliance.

**13. EQUAL EMPLOYMENT OPPORTUNITY** - Seller agrees to submit the reports and information, and comply with the Government's policy on equal employment as set forth in Presidential Executive Order 11246 dated 24 September, 1965 and clause appearing in ASPR 12-802 which clause is a part of this order.

**14. SALES AND USE TAX** - If Taxable Box is marked no, the sales are exempt from Sales or Use Tax because the articles will be resold in the ordinary course of business or are machinery or equipment to be used directly in manufacturing processing or fabricating.

**15. TERMINATION** - Monroe GMA, LLC shall have the right to terminate this order, in whole or in part, for other than the default of Seller, by giving Seller written notice of its election and desire to do so by mail, email or facsimile. Such termination shall become effective upon receipt of such notice by Seller, and Seller will stop work immediately on the terminated portion of this order, notify subcontractors to stop work and protect property in Seller's possession in which Monroe GMA, LLC has or may acquire an interest in the event of such termination. Monroe GMA, LLC agrees to pay Seller, in addition to the stipulated price for all articles which have been completed by Seller and delivered to and accepted by Monroe GMA, LLC and for all work performed and accepted by Monroe GMA, LLC pursuant to the terms of this order and not previously paid for all costs necessarily incurred by Seller in the performance of this order which are properly allocable under recognized commercial accounting practices to the cancelled portion of this order. Any claim for payment of such additional costs incurred by Seller must be submitted in writing to Monroe GMA, LLC within thirty (30) days of receipt of written notice of termination, thoroughly documented by invoices or other applicable documents. Monroe GMA, LLC shall have the right to audit all elements of any termination claim, and Seller shall make available to Monroe GMA, LLC on request all books, records, and papers relating thereto. The provisions of this paragraph are without prejudice to the rights of Monroe GMA, LLC in the event of any failure on the part of Seller to comply with the performance schedule or other provisions of this order.



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**16. WAIVER** - Failure or delay on the part of Monroe GMA, LLC to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

**17. APPLICABLE LAW** - The construction, interpretation, and performance of this order and all transactions under it shall be governed by the laws of the State of Arizona.

**18. COUNTERFEIT MATERIALS** – Seller agrees and shall ensure that Counterfeit Materials are not delivered to Monroe GMA, LLC. Seller agrees to promptly notify GMA if seller is not an OEM or Authorized Distributor for any material on this Purchase Order. Seller shall maintain a Counterfeit Parts Prevention and Control Plan and provide a copy to GMA on request.

**19. FLOW DOWN REQUIREMENTS** - Monroe GMA, LLC may have key characteristics, special quality, material, process or other controls imposed on this Purchase Order. Supplier shall flow down these requirements to any and all subcontractors.

**20. RIGHT OF ACCESS** – Seller shall grant GMA personnel right of entry at reasonable times and with reasonable notice to applicable areas of seller's facility and to applicable documented information regarding products being purchased by GMA.

**21. NONCONFORMANCES** – Seller shall notify GMA of nonconforming processes, products or services relating to GMA Purchase Orders and obtain GMA's approval for their disposition.

**22. ETHICS, SAFETY & PRODUCT CONFORMITY** – Seller shall ensure that its employees are aware of: their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior. GMA is committed to industry best practices in business ethics, worker safety and fairness, environmental responsibility and integrity and requires the same of all its suppliers and business partners.

**23. QUALITY MANAGEMENT SYSTEM** – GMA strongly recommends and gives preference to external providers having implemented a formal Quality Management System appropriate to their type of business.

**24. DODD – FRANK COMPLIANCE (CONFLICT MINERALS)** The term "Conflict Minerals" is defined as minerals derived from ores mined in the Democratic Republic of the Congo (DRC) or adjoining countries and which directly or indirectly finance or benefit armed groups in that region. These minerals are: gold (Au), tantalum (Ta) from columbite-tantalite, tin (Sn) from cassiterite, and tungsten (W) from wolframite. The Seller has performed due diligence and will provide information relating to the presence or non-presence of "DRC Conflict Minerals" in the product being provided.

**25. REACH COMPLIANCE** – If required, the seller under this Purchase Order will be incorporated into deliverable goods for use in the European Economic Area, Seller may be required to provide information regarding REACH compliance. The regulation for the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) was enacted by the European Union to limit the import and use of hazardous chemicals in manufacturing. REACH consists of 3 lists: Restriction (Annex XVII), Authorization (Annex XIV), and Substances of Very High Concern (SVHCs). Each list has a different restriction concentration and criteria. Seller shall report any substances above the restricted concentration found in the products under this Purchase Order. A substance declaration or a brief statement on the Certificate of Conformance verifying the use of any REACH substances above the restricted concentration on this Purchase Order can be used to satisfy this requirement. GMA, at its discretion, may request for more information to confirm part compliance, process compatibility, and traceability. The lists are updated semiannually and can be found on the ECHA website.

**26. RoHS COMPLIANCE** – If required, the seller shall provide information regarding RoHS compliance. The Restriction of the Use of Certain Hazardous Substances (RoHS) Directive, 2002/95/EC, 2011/65/EU, with Amendment 2015/863, was enacted by the European Community to minimize the impact of end-of-life electrical and electronic equipment on the environment. The Directive restricts the use of certain substances above specified amounts in electrical and electronic products. Seller may be requested to provide information on the RoHS compliance status, along with any exemptions used, on the items supplied under this Purchase Order, and to confirm, as needed, part compliance, process compatibility, and

traceability. The identification scheme employed must clearly differentiate compliant parts from non-compliant parts.

**27. ELECTROSTATIC DISCHARGE** – Electrostatic Discharge Protection shall be controlled for parts during receipt and through the manufacturing and inspection process, storage and shipping or other applicable drawing requirements.