

 <small>FAA 672R079D - EASA 145.6784 - ISO 9001:2015 - AS9110C - AS9100D Cage Code: 7WXA3 - SAM Registered</small>	<b>SAHAR GROUP, LLC.</b> 15600 NW 15 Ave. Suite E. Miami Gardens, FL 33169	<b>TERMS AND CONDITIONS OF PURCHASE ORDERS</b>	
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## **SAHAR GROUP, LLC. TERMS AND CONDITIONS OF PURCHASE ORDERS**

### **1. ACKNOWLEDGEMENT**

Acceptance of the terms and conditions of this document by Purchase Order acknowledgement shall be unconditional. No provision contained herein may be added to, modified or superseded unless otherwise specifically authorized on the PO or POC by the authorized Buyer and Supplier Quality representative of the issuing SAHAR GROUP, LLC.

### **2. PURPOSE**

This document establishes general, expected and mandatory quality assurance and technical requirements and specifications for use on Purchase Orders from SAHAR GROUP, LLC. It is intended to clearly define all minimum general requirements for the Supplier and their Sub-tiers to assure that all products delivered by the Supplier, per the Purchase Order, conform to SAHAR GROUP, LLC. specified requirements for Safety, Quality, Reliability, and Integrity.

This document is applicable to all work performed under terms of a contract between SAHAR GROUP, LLC. and any SAHAR GROUP, LLC. approved supplier for the manufacture or supply of any aerospace industry product and procured processing activity. Nothing herein shall be construed as a waiver of any other provisions of the contract of which it forms a part.

### **3. APPLICABLE LAW**

This Purchase Order shall be construed and enforced according to the laws of the State of Florida. Any action, suit or proceeding between the Parties regarding this Purchase Order or arising out of the terms and conditions herein shall be instituted and litigated in the Courts located in the State of Florida. According to this provision, the Parties agree that they are subject to personal jurisdiction in Florida and hereby waive any right to assert the doctrine of forum non conveniens or similar doctrine, or to object to venue with respect to any proceeding brought in the Courts of the State of Florida.

### **4. PAYMENT TERMS**

The Seller shall issue a separate invoice for each Purchase Order and for each delivery under a Purchase Order. Seller shall submit an invoice within thirty (30) days of making a delivery.

SAHAR GROUP, LLC. will pay the Seller in accordance with the terms specified in the Purchase Order. Invoices shall include, but not be limited to, (i) purchase order number, (ii) discount terms, if any, (iii) item number, (iv) description of supplies or services (v) quantities, (vi) unit prices, and (vii) extended totals. Unless otherwise agreed in writing, the Seller shall be paid net thirty (30) days from later of receipt of a properly prepared invoice in accordance with the above instructions or receipt of the Good or Service. Payment shall be deemed to have been made on the date Purchaser's check is mailed or payment is otherwise tendered. Seller shall promptly repay to Purchaser any amounts paid in excess of amounts due Seller.

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## 5. SHIPPING

If the Seller ships the goods to the Purchaser via the Purchaser's shipping account, the Purchaser takes responsibility for shipping charges and assumes ownership of the goods when it is shipped. If the Seller ships the goods to the Purchaser via the Seller's shipping account, the Seller takes responsibility for shipping charges and the Purchaser takes ownership of it when the Purchaser receives the goods. If items are not shipped according to the instructions on the Purchase Order, the Purchaser will not take responsibility for shipping charges or assume ownership at a different point than that specified on the Purchase Order. Purchaser will not be responsible for any packaging fees that were not disclosed in writing at the time of Quote. If Purchaser rejects the goods because they do not conform to the requirements of the purchase agreement, Seller shall pay for freight charges to return the goods. For all returns of rejected product, title shall transfer to seller upon leaving Purchaser's dock and Seller shall assume all risk of loss and damage during the return shipment.

Supplier shall pack the Product to prevent damage and deterioration taking into account method of shipment, location of shipment and destination of receipt, as well as time associated with shipment. Supplier shall use preferred carriers and service levels as dictated by Buyer's purchasing as noted on the purchase order. Use of unauthorized carriers must first be approved in writing from Buyer. Otherwise, the Supplier will be responsible for the transportation charges associated with the shipment.

Preventative measures will be taken to prevent commingling of similar parts. Visual aids may include separate packaging of each lot, with traceability information on the outside of each lot packaged, closed boxes or containers, one PO line item per box, separate pallets for similar parts, and may include interim part marking of parts or packaging, color coded labels to keep similar parts segregated, and to maintain separation and traceability to build documentation.

Packaging design shall be suitable for, and consistent with the requirements and limitations of the transportation mode specified by Buyer. If Buyer ships utilizing reusable packaging, that same packaging must be used when returning product. A charge will be incurred by Supplier for loss of reusable packaging.

Buyer may charge Supplier for damage to or deterioration of any Products resulting from improper packing or packaging. Supplier shall comply with any special instructions stated in the applicable Order.

Items capable of being degraded or damaged by static electrical charges must be packaged in such a manner as to preclude their exposure to the generation or discharge of static energy. Packaging should be clearly marked or labeled to indicate the contents are subject to damage or degradation by static electricity.

Material such as newspaper (due to acidic nature of ink), "peanuts" or "popcorn" for packaging product is prohibited. Parts must be packed in preservation paper, bubble wrap etc., per best commercial aerospace material and prevent all part to part contact with focus on threads, splines and painted surfaces.

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## 6. ACCEPTANCE OF GOODS

The goods shall be subject to inspection and approval by the Purchaser upon receipt and the Purchaser shall have reasonable time after receipt to inspect. If any of the goods do not conform to the requirements of the purchase agreement, Purchaser may reject any or all goods. Rejected goods at the Purchaser's option may be held for Seller's disposition instructions, or returned to the Seller, the costs of which shall be paid by the Seller. No act of payment by the Purchaser shall be considered an inspection or approval of any or all of the goods by the Purchaser.

## 7. SCHEDULE

Seller shall strictly comply with the delivery or performance schedule specified in the Purchase Order. No acts of Buyer, including without limitation modifications of this Purchase Order or acceptance of late deliveries or performance, shall constitute a waiver of this provision. Seller shall immediately notify Buyer in writing of any actual or potential delay in the deliveries or performance of this Purchase Order and such notice shall include the actions being taken to overcome or minimize the delay and a revised schedule using the Seller's best efforts; provided, however, that Buyer's receipt of such notice shall not constitute a waiver of Buyer's rights to timely deliveries and performance and remedies for any late deliveries or performance. Buyer reserves the right to cancel this Order without incurring any liability to Seller and without waiving any other remedies available if delivery or performance, as specified in the Order or on Buyer's written shipping authorizations, is not fulfilled.

## 8. WARRANTY

The Seller warrants that all goods and services shall (i) conform strictly to the design criteria, specifications (including general specification and quality requirements), descriptions, drawings, samples, and other requirements referred to in this Purchase Order or provided by the Seller, (ii) be free from defects in design, material, and workmanship, and (iii) be free of all liens, encumbrances, and other claims against title.

All warranties specified in section "a)" of this clause shall (i) survive any inspection, delivery, acceptance, or payment by SAHAR GROUP, LLC., and (ii) be in effect for the longer of one year or the Sellers normal warranty period following the date of acceptance of the goods or services.

## 9. TERMINATION FOR DEFAULT

Buyer may, by written notice of default to Seller, terminate this Purchase Order in whole or in part if Seller fails to (i) deliver the goods and/or perform the services within the time specified in this Purchase Order or any extension thereof granted by Buyer in writing, (ii) perform any of the other provisions or meet any of the requirements of this Purchase Order, or (iii) make progress so as to endanger performance of this Purchase Order in accordance with its terms and, in either of the second or third circumstances, does not cure such failure within ten (10) Days after receipt of written notice thereof from Buyer.

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The rights and remedies of Buyer in this Article are in addition to any other rights and remedies provided by law or in equity, or under this Order.

## 10. FORCE MAJEURE

Neither Buyer nor Seller shall be liable for failure to perform under this Order if such failure is due to events which are beyond the reasonable control and without the fault or negligence of such party, and which intervene after the execution of this Order and impede its performance, provided such failure to perform shall only be excused for the duration of such intervening event and shall be subject to the Buyer's right to terminate this Purchase Order. Examples of such Force Majeure events include, but are not limited to: a strike or labor dispute, war or act of war (whether or not an actual declaration thereof is made), insurrection, riot or civil commotion, act of public enemy, fire, flood, or other act of God, or any act of a governmental authority (including export restrictions). The party wishing to claim relief by reason of any of the said circumstances shall notify the other party in writing without delay on the intervention and cessation thereof.

## 11. INDEMNIFICATION

The Seller shall indemnify, defend, and hold harmless the Purchaser and its officers, employees, agents, and members from all claims, suits, or actions of any nature arising out of or related to the activities of Seller, its officers, subcontractors, agents, or employees under this Purchase Order.

## 12. QUALITY

Seller and Seller's subcontractors shall maintain quality control and inspection systems satisfactory to the Buyer. At all reasonable times, including the period of manufacture, Buyer, or Buyer's customer may inspect and test the Goods and inspect the involved plants of the Seller and Seller's subcontractors. Reasonable facilities and assistance for safe and convenient inspection or test shall be provided without cost to the Buyer.

- a) The Seller shall establish and maintain a quality control system that ensures that all Purchase Order requirements are met.
- b) The Seller's quality system shall be subject to Purchaser's approval/acceptance, inspection, and/or audit upon Purchaser's request.
- c) The Seller shall maintain a minimum inspection system in accordance with 14 C.F.R. 21 "Certification Procedures for Products and Parts". This shall include (but is not limited to): (i) review and approval of Purchase Orders received from the Seller's customers and/or issued to the Seller's subcontractors; (ii) receiving inspection for articles from suppliers and sub-suppliers; (iii) traceability of article through documentation; (iv) inspection and/or test intervals required; (v) final inspection of article prior to shipment to customers; (vi) ensure current documentation is used when performing any work on articles; (vii) identification, control, documentation, and disposition of nonconforming articles; and (viii) process used to determine the status of products during the Seller's processing operation including, but not limited to, completed and required test and inspections.
- d) The Seller shall provide a Certificate of Conformance of the goods.
- e) The Seller shall provide the country of origin of the goods.

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### 12.1. CERTIFICATE OF CONFORMANCE

The Supplier shall furnish, with each shipment, a Certificate of Conformance (C of C) that must be signed by an authorized representative of the Supplier's quality organization and must show the part number, revision level, PO number, quantity shipped, date of shipment and deviation/concession number when applicable to ensure the product meets the requirements of the engineering documents and the Purchase order.

- a) When the Purchase Order does not specify the revision level of the engineering documents or specification, the latest engineering documents or specification will apply.
- b) The Supplier shall provide a copy of all Certificates of Conformance from the Supplier's subcontractor when the subcontractor's work is completed.
- c) The original Certificate of Conformance for each part number should be kept in the Supplier's files for future audit purposes. If no Certificate of Conformance is received with the shipment, the shipment will be rejected and may affect the Supplier's quality and delivery rating.
- d) Certificate of Compliance with actual results of physical and chemical test reports must accompany each shipment where the Supplier furnishes the raw material. For serial production jobs, the physical and chemical test reports must be retained on file.
- e) Material must be identified by heat lot and or batch number (if applicable). Test reports must be traceable to the material lots shipped.

### 12.2. PRODUCT TRACEABILITY

The Supplier shall maintain the traceability of all product through all stages of production including all relevant production documents. The Supplier's process shall ensure traceability of product from the raw material used to the finished product.

- a) The Supplier shall ensure that the product will be identified with a unique traceability number at all stages of manufacturing process.
- b) Identification and traceability of the individual lot, batch, heat number, exposure units and cure times etc., shall be maintained from time of receipt by Supplier, from Supplier's Sub-tier sources, to delivery to buyer.
- c) Certificate of Compliance with actual results of physical and chemical test reports must accompany each shipment where the Supplier furnishes the raw material (on First Article jobs or as requested only). For serial production jobs, the physical and chemical test reports must be retained on file. Material must be identified by Mfg. Lot, Batch, heat lot and or heat treat load (if applicable). Test reports must be traceable to the material lots shipped.

### 12.3. PRODUCT IDENTIFICATION

All Products must be identified (part mark) per the engineering/specification requirements or as directed on the purchase order. Suppliers manufacturing planning shall reflect the required part marking information including type/method and format at the proper operation sequence. When applicable, Serial numbers for all products on the Buyers purchase order shall be assigned by the Buyer, applied on all products and recorded on all applicable documentation by the Supplier. The assigned serial numbers shall not be altered or replaced without prior written authorization from Buyer.

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#### **12.4. CALIBRATION PROGRAM**

Calibration suppliers shall maintain the National Institute of Standards and Technology (NIST) traceable calibration system or similar, i.e. in conformance with ISO 10012, ISO/IEC 17025, or ANSI/NCSL Z540.3, capable of ensuring the accuracy of all measuring equipment utilized in the inspection and acceptance. Traceable calibration certifications for calibration standards must be maintained on file and available for review by SAHAR GROUP, LLC. Company's or their customers.

#### **12.5. RECORD RETENTION**

The Seller shall retain records of products or services sold to SAHAR GROUP, LLC. All records pertaining to product realization shall be kept for a minimum of 7 years, and Training records for a minimum of 3 years. For flight critical items, records must be retained for 10 years.

#### **12.6. NONCONFORMANCE**

The Seller shall provide timely notification (within 24 hours) to the Purchaser of known nonconformances caused by internal or external processes that may affect the airworthiness of the goods. The report shall include, but is not limited to, a description of the full technical discrepancy, goods affected, part numbers, and dates on which the goods was delivered to the Purchaser.

#### **12.7. COUNTERFEIT PARTS AND SUSPECTED UNAPPROVED PARTS PREVENTION**

Sellers of electrical, electronic, and electromechanical parts must comply with a recognized program for the avoidance, detection, mitigation, and disposition of fraudulent/counterfeit electronic parts. All sellers must comply with a program for the prevention of Suspected Unapproved Parts.

Seller shall not furnish counterfeit goods to Buyer, defined as goods that: are an authorized copy or substitute for OEM item; are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; do not contain proper external or internal materials or components required by the OEM, or are not constructed in accordance with OEM design; have been reworked, remarked, relabeled, repaired, refurbished, or otherwise modified from OEM design, but not disclosed as such, or represented as OEM authentic or new; have not passed successfully all OEM required testing, verification, screening and quality control processes; notwithstanding the foregoing, goods or items that contain modifications, repairs, rework, or remarking as a result of Seller's or its Subcontractor's design authority, material review procedures, quality control processes, or parts management plans, and that have not been misrepresented or mismarked, shall not be deemed counterfeit goods. Counterfeit goods shall be deemed non-conforming to this contract.

Seller shall implement an appropriate strategy to ensure goods furnished to Buyer under this contract are not counterfeit goods. Seller's strategy shall include, but is not limited to, the direct procurement of items from OEMs or authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and, when items are to be procured from non-authorized supplier, obtaining from such non-authorized supplier appropriate certifications of conformance that provide one or more of the following: OEM's original

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certificate of conformance for the item; sufficient records providing unbroken supply chain traceability to the OEM; or test and inspection records demonstrating the item's authenticity.

If Seller becomes aware or suspects that it has furnished counterfeit goods to Buyer under this contract, Seller shall promptly notify the Buyer. For confirmed counterfeit goods, notification shall also be made no later than thirty (30) days after discovery. Seller bears responsibility for procuring authentic goods or items from its suppliers and shall ensure that all such suppliers comply with the requirements of this article.

### 12.8. SUBSTITUTIONS

Seller shall not make any substitutions for the goods requested in this Purchase Order without prior written approval from Purchaser. Unauthorized material substitutions are not permitted on Buyer's goods. Unauthorized material substitution includes any deviation from the engineering definition of a raw material. Engineering definition includes Buyer or Buyer's customer's design, drawing and applicable specifications, product specification, form, size, shape, chemistry, melt method, origin, temper/condition, product testing or surface finish. Alternate materials specified in the engineering definition (and described as approved material substitution) do not constitute unauthorized material substitution. Contact Buyer for details regarding deviations to authorized materials.

### 12.9. PROHIBITED PRACTICES

The following acts and practices are prohibited, and any violations not approved by Buyer in writing may result in disqualification of Supplier:


- **Unauthorized Rework:** Supplier shall not perform any rework or rework methods on product damaged or found to be discrepant during fabrication or processing, or on defects in castings or forging, unless such reworks are able to bring the product back 100% to drawing compliance.
- **Subcontract Work:** Supplier shall not subcontract or relocate any work outside of the USA or PO/contract originating country unless written permission is issued by Buyer's Quality Department. The Supplier shall notify the Buyer with a declaration of intention, with Purchase Order, part numbers, part names and the address, phone, and name of Quality Manager, (or designee) affected by the change request.
- **Unauthorized Repairs:** are prohibited.

### 12.10. CONTINUOUS IMPROVEMENT AND TRAINING

Supplier shall demonstrate a continuous improvement program that targets initiatives to improve safety, product quality, delivery and lower costs. The Supplier shall ensure personnel performing work affecting conformity to product requirements are competent on the basis of appropriate education, training, skills and experience.

Suppliers shall ensure that their employees are aware of:

- Their contribution to product or service conformity
- Their contribution to product safety
- The importance of ethical behavior

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### 13. SUPPLIER REQUEST FOR INFORMATION

If the Supplier requires clarification on any of the Buyers technical requirements, the Supplier can officially request clarification with the Buyer. The applicable document will be signed by the Buyers representatives to officially clarify the issue. The request for information additionally does not relieve the Supplier from their obligation to perform first part analysis prior to Buyers PO acceptance. Reference and copy of the document should be included in the Supplier shipping documentation.

### 14. PROPERTY MANAGEMENT & SPECIAL TOOLING AND/OR MATERIALS

All tools, articles or property furnished by the Buyer to the Seller, including tools made by the Seller for the Buyers account to process the material covered by this Order shall be retained and utilized by the Seller at the Seller's risk subject to the Buyer's examination and return to the Buyer on demand at the Seller's expense in as good condition as received, ordinary wear and tear expected and shall be kept segregated and clearly marked by the Seller as the property of the Buyer, Buyer's customer or the U.S. Government.

All property furnished by the Buyer shall be controlled in accordance with FAR 52.245-1. Any discrepancies shall be reported to the Buyer. The Buyer retains all rights in designs and drawings furnished by the Buyer to the Seller in connection with this Order, and no such design or drawing shall, without the Buyer's written permission be incorporated in or used in connection with goods furnished to others nor shall such designs or drawings be exhibited or disclosed to any other person without notice to the Buyer.

Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of Buyer's property and all property to which Buyer acquires an interest by virtue of this Contract (PO). Seller assumes all risk of loss, destruction or damage of such property while in Seller's possession, custody or control, including any transfer to Seller's subcontractors. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss. Seller shall not use such property other than in performance of this Contract (PO) without Buyer's prior written consent. Seller shall notify Buyer's Program Manager and Buyer if Buyer's property is lost, damaged or destroyed. As directed by Buyer, upon completion, termination or cancellation of this Contract (PO), Seller shall deliver such property to the extent not incorporated in delivered Goods, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses.

### 15. RIGHT OF ACCESS

The Seller will allow access to all facilities related to this purchase order to Purchaser, any subsequent Purchaser of the goods, and regulatory authorities.

Seller agrees to allow the Buyer or U.S. Government access to its facilities, quality system procedures, processes and documentation related product/service compliance to requirements. The accessibility will remain applicable to Seller in addition to any special quality assurance provisions, which may be incorporated elsewhere in the order.



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### 15.1. INSPECTION AT SELLER'S FACILITY

At no additional cost to Buyer, goods shall be subject to inspection, surveillance and test at reasonable times and places, including Seller's subcontractors' locations. Buyer has the right to visit Seller's and Seller's subcontractors' locations during operating hours to inspect, review and assess progress and performance under this Contract (PO), including, but not limited to, production schedule and quality. Any Buyer representative shall be allowed access to all areas used for performance of the Contract (PO). Buyer shall perform inspections, surveillance, reviews and tests so as not to unduly delay the work.

If Buyer performs an inspection, surveillance, review or test on the premises of Seller or its subcontractors, Seller shall furnish, and require its subcontractors to furnish, without additional charge, reasonable facilities and assistance for the safe and convenient performance of these duties. All such inspection and test shall be performed in such a manner as not to delay the work unduly.

### 16. PLANT SECURITY AND SAFETY

If this Order requires Seller's personnel, including its employees and subcontractors, to enter premises which are owned, operated or managed by Buyer or its customer, Seller shall (1) comply with all safety rules and requirements as may be prescribed by Buyer or Buyer's customer, as well as the laws of the State where such premises are located; and (2) take such additional precautions as Buyer may reasonably require for safety and accident prevention purposes, including safety training. Seller agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Seller, U.S. Government, and Buyer personnel performing or in any way coming in contact with Seller's performance of this Order. Seller engaged personnel, including delivery personnel, may not bring firearms, cameras, alcohol, illegal drugs, or unauthorized passengers onto any Buyer, or Buyer's customer premises, nor bring matches or lighters to Buyer's customer secured areas.

Seller is responsible for ensuring that Seller engaged personnel entering the premises which are owned, operated, or managed by Buyer or its customer (1) are properly badged and made aware of applicable safety and security requirements, and (2) at all times display identification badges approved by Buyer or Buyer's customer. Seller is required to notify Buyer whenever a problem arises involving Buyer or Buyer's customer security requirements. Seller engaged personnel obtaining a badge must be capable of reading and understanding Buyer and/or Buyer's processes and procedures relevant to duties that Seller engaged personnel is to perform on Buyer or Buyer's customer premises.

### 17. ENVIRONMENTAL HEALTH AND SAFETY

Seller will maintain an environment, health and safety management system (EMS) appropriate for its business throughout the performance of this contract. Seller shall not deliver Goods that contain any asbestos mineral fibers.

The Seller hereby warrants that all goods and services provided hereunder shall conform with the Occupational Safety and Health Act (OSHA). In the event that such goods or services do not conform with OSHA, and SAHAR GROUP, LLC. is penalized for such

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nonconformance, the Seller agrees to indemnify SAHAR GROUP, LLC. for all penalties, costs, and expenses, including interest levied against SAHAR GROUP, LLC.

## **18. TOXIC SUBSTANCES**

The Seller ensures that each chemical substance constituting or contained in goods sold or otherwise transferred to the Purchaser hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.), as amended.

The Seller shall inform Purchaser if goods contain hazardous materials prior to shipment. If hazardous materials are shipped prior to such notice, Seller assumes responsibility for all expenses including fines and hazardous material packaging fees.

### **18.1. MATERIAL SAFETY DATA SHEET (MSDS)**

Materials noted on this purchase order must be supplied in accordance with OSHA's hazard communication standard 29CFR1910-1200, OSHA instruction CPL2-2.38, August 5, 1985. Materials not received in compliance with OSHA requirements will be subject to immediate rejection and return as Vendor's expense. In addition, if Vendor is aware of any additional precautions and / or handling techniques instituted with regard to other customers the Vendor is required to submit those safeguards with the SDS. Vendor is required to forward a Toxic Substances Control Act (TSCA) certification letter to the Buyer for the product purchased on this Purchase Order, with the statement that, every chemical component of the product is listed by the Toxic Substances Control Act Inventory.

## **19. PUBLIC RELEASE OF MATERIALS**

Seller shall not advertise or publicize without Buyer's prior written consent, in any medium, including without limitation, any print, broadcast, direct mailing, or any internet web site maintained by or for Seller, the fact that the Seller is a supplier of products or services to Buyer. Neither Sell nor its subcontractors, suppliers or agents shall without Buyer's prior written consent (i) use Buyer's name, photographs, logos, trademarks, or any other identifying information in any such medium; (ii) use (except to communicate with the Buyer, or its affiliates) any internet domain names, metatags, or electronic mail addresses containing the names of any product or service for which Buyer owns the trademark; or (iii) provide a link to any domain name or internet address registered to Buyer or Buyer's customer.

## **20. COMMUNICATION WITH BUYER'S CUSTOMER**

Except as otherwise expressly provided in the contract, if any, Buyer shall be responsible for all coordination and communication with the Buyer's customer, including any higher-tier contractor(s). Seller shall have no communications with Buyer's customer, including any higher-tier contractor(s) without Buyer's advance written approval and coordination.

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## **21. ASSIGNMENTS, SUBCONTRACTING AND ORGANIZATIONAL CHANGES**

Seller shall promptly notify Buyer in writing of any organizational changes made by Seller, including name or ownership changes, mergers, or acquisitions, location of manufacturer, and changes in critical path or strategic suppliers.

During performance of the PO, Supplier shall give Buyer Quality Manager written notice before relocating any production, inspection or processing facilities; or transferring the work between different facilities, or making other changes which may affect product safety, quality or delivery. This must be submitted within 30 days of product ship date.

## **22. STANDARDS OF BUSINESS ETHICS AND CONDUCT**

Seller shall conduct its business fairly, impartially, and in an ethical and proper manner. Seller shall not engage in any personal, business or investment activity that may be defined as a conflict of interest, whether real or perceived. If Seller has cause to believe that Buyer or any employee or agent of Buyer has behaved improperly or unethically under this Order, Seller is encouraged to exert reasonable effort to report such behavior when warranted. Seller shall implement an awareness program to ensure employees understand their contribution to product/service conformity, product safety, and the importance of ethical behavior. Seller shall include the substance of this clause, including this flow down requirement in all subcontracts awarded by Seller for work under this Order.

Seller is expected to adopt and enforce Integrity Guide and Code of Conduct, along with being fully compliant with all applicable laws and regulations pertaining to fair wages and treatment, freedom of association, personal privacy, workplace safety and environmental protection.

## **23. GRATUITIES**

No gratuities (in the form of entertainment, gifts or otherwise) or monetary kickbacks shall be offered or given by the Seller to any employee of the Purchaser for the purpose of obtaining or rewarding favorable treatment as a supplier. This prohibition does not apply to customary business courtesies of a nominal intrinsic value (defined as \$50.00 or less) such as a lunch or dinner meal while discussing business, or snacks and refreshments provided during a business meeting.

Seller (or any agent or representative of Seller) will not offer or provide gratuities to any employee of Buyer or Buyer's customer. Seller is prohibited from providing, offering, or attempting to offer kickbacks. Seller must have and follow procedures designed to prevent and detect possible violations. Seller shall report any possible violations to the Buyer in writing and shall cooperate fully with the U.S. Government investigating a possible violation. The substance of this clause shall be included in all subcontracts issued under this order. The Seller hereby certifies to the best of their knowledge and belief that (i) no U.S. Government appropriated funds have been paid or will be paid, by or on behalf of the Seller to any person for influencing or attempting to influence an officer or employee or any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal

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grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement. (ii) if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee or a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement. (iii) Seller shall require that the language of this report be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under sub-grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

## **24. COMPLIANCE WITH LAWS**

The Seller shall observe at all times all Federal, State, County, and Municipal laws or ordinances which in any manner affect the goods herein specified. This Purchase Order incorporates, by reference, all applicable clauses relating to employment of the handicapped, employment of veterans, or utilization of minority contractors which are required under governmental laws, orders, or regulations to be included in any such order according to applicable conditions thereof. The Seller shall also require all of its agents, subcontractors, and employees to observe and comply with said laws and ordinances and shall indemnify and hold SAHAR GROUP, LLC. harmless for all claims, damages, and expenses arising from or based on the violation of any such law or ordinance by the Seller or its subcontractors, agents, or employees.

### **24.1. EQUAL OPPORTUNITY (FAR 52.222-26)**

a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Purchaser or End User of the goods has been or is awarded nonexempt Federal Contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Seller shall comply with subparagraphs b) (i) through (xi) below. Upon request, the Seller shall provide the necessary information to determine the applicability of this clause. b) During the performance of this contract, the Seller agrees as follows:

(i) The Seller shall not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, or national origin. However, it shall not be a violation of this clause for the Seller to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(ii) The Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, religion, sex, or national origin. This shall include, but not be limited to: employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(iii) The Seller shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(iv) The Seller shall, in all solicitations or advertisement for employees placed by or on behalf of the Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(v) The Seller shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding the notice to be provided

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by the Contracting Officer advising the labor union or workers' representative of the Seller's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(vi) The Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(vii) The Seller shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Seller shall also file Standard Form 100 (EEO- 1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Seller has filed within the 12 months preceding the date of contract award, the Seller shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(viii) The Seller shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Seller shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(ix) If the OFCCP determines that the Seller is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Seller as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(x) The Seller shall include the terms and conditions of paragraphs a)(i) through (xi) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(xi) The Seller shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Seller may request the United States to enter into the litigation to protect the interests of the United States. c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

## **24.2. HUMAN RIGHTS VIOLATIONS**

In addition to the provisions set forth in the Terms and Conditions of this contract, Supplier further commits that any material violation of law by Supplier relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, applicable to Supplier's performance under this Contract/ Agreement may be considered a material breach of this Contract/Agreement for which SAHAR GROUP, LLC. (buyer) may elect to cancel any open Orders between buyer and the Supplier, for cause, in accordance with the provisions of this Contract/Agreement, or exercise any other right of buyer for an Event of Default under this Contract/Agreement.

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Supplier shall include the substance of this clause, including this flow down requirement, in all subcontracts awarded by Supplier for work under this Contract/Agreement.

## 25. GOVERNMENT CONTRACTS

For each contract awarded in support of and charged to a U.S. Government contract, the provisions found herein for FARs and DFARS shall apply along with any other applicable mandatory flow-downs required by the FARs or DFARS or any other federally published supplement. All such FARs or DFARS, or other clauses are incorporated by reference as if set forth at length herein. Seller agrees that all such clauses that under applicable law must flow-down to lower tier subcontractors of Buyer shall so flow down to Seller's subcontractors.

The Federal Acquisition Regulations (FAR) and the Defense Federal Acquisition Regulations Supplement (DFARS) clauses in effect on the date of this Purchase Order, and available at <http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>, are incorporated herein by their reference, with the same force and effect as if they were stated in this Purchase Order in full text, and are applicable, including any notes following the clause citation to the extent they apply to the Purchaser's Prime Contract or the Prime Contract of the End User of the goods. However, in the event of a conflict between clauses listed and the Purchaser's Prime Contract, the Purchaser's Prime Contract shall prevail. Where applicable, the terms "government," and "Contracting Officer," and similar terms shall mean "Purchaser," and the term "Contractor" and similar terms shall mean "Seller."

## 26. EXPORT CONTROLS

Seller represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. Seller shall incorporate into any contracts with its sub-tier suppliers' obligations no less restrictive than those set forth in this supplier purchase order condition requiring compliance with all applicable Trade Control Laws.

In performing the obligations of any Purchase Order issued hereunder, vendor/subcontractor will comply with all applicable export, import and sanctions laws, regulations, orders and authorizations, as they may be amended from time to time, applicable to the export (including re-export) or import of goods, software, technology, (collectively, technical data) or services, including without limitation the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), Federal Acquisition Regulations (FAR) and the Defense Federal Acquisition Regulations Supplement (DFARS) and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control (collectively, Export/Import Laws).

Accordingly, the vendor/subcontractor shall not transfer technical data received from SAHAR GROUP, LLC. to any foreign person, country, foreign subsidiary or parent corporation, without specific authorization from the disclosing party and pursuant to an appropriate U.S. Government license. Additionally, to the extent the obligations of the vendor/subcontractor hereunder involves access to information classified by the U.S. Government as "Confidential" or higher, the provisions of all applicable federal laws, statutes and regulations shall apply. The provisions of all applicable security and export control laws, statutes and regulations shall also apply hereto.

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Seller must notify Purchaser in written immediately if they are debarred by the US Government for any reason.

## **27. INTERNATIONAL TRANSACTIONS**

Payment will be in United States dollars unless otherwise agreed to by specific reference in this Purchase Order.

## **28. ACCEPTANCE OF PURCHASE ORDER/TERMS AND CONDITIONS**

This Purchase Order, together with all Exhibits, Attachments, and Change Orders/Task Orders attached or incorporated hereto by reference shall, upon acceptance by Seller, comprise the entire agreement between the Parties, and supersede all previous statements, representations, or agreements, whether oral or written (unless amended in writing as provided herein).

The Seller's acknowledgement, acceptance of payment, or commencement of performance shall constitute the Seller's unqualified acceptance of this purchase order. These terms and conditions shall not be amended or supplemented unless specifically agreed to in writing by the Purchaser. The Purchaser's signature on any invoice or other form or document accompanying delivery of the goods furnished in performance of this Purchase Order shall constitute acknowledgement of receipt of said goods only, and shall not constitute the Purchaser's assent to any terms and conditions contained therein.