

Purchase Order Terms and Conditions

Article 1 – Essential Conditions. These Purchase Order Terms and Conditions (The “PO Terms”) are incorporated into and made an essential part of every purchase order (a “PO”) issued by R.A. Rodriguez, Inc., Inc. except to the extent that such P.O. Terms are expressly modified in writing signed by R.A. Rodriguez, Inc. or are inconsistent with a specific agreement between the supplier and R.A. Rodriguez, Inc., in which case such specific agreement will govern to the extent of such inconsistency.

These P.O. terms will take precedence over any terms and conditions of sale that may be contained in any letter, invoice or other document issued by the supplier and will render such supplier terms and conditions void and of no effect with respect to any PO issued by R.A. Rodriguez, Inc.. Fulfillment of a PO by supplier constitutes acceptance of these PO Terms.

Article 2 – Acceptance of orders. No PO shall be final and binding on R.A. Rodriguez, Inc. unless R.A. Rodriguez, Inc. has received written acknowledgment of receipt from the supplier, approved by the supplier. Unilateral modifications by a supplier will render the PO void.

Article 3 – Delivery. All goods and services must be delivered as specified in the PO. All goods will be accompanied by a Packing List bearing the order number, item reference numbers, a complete description and quantity of the items being delivered. R.A. Rodriguez, Inc. reserves the right to refuse all or any part of any delivery that exceeds the quantities specified in the PO. The return of any surplus items shall be the supplier’s risk and expense.

Article 4 – Receipt and transfer of title. Title to and risk of loss on all items transfers to R.A. Rodriguez, Inc. only after the correct quantity and acceptable quality of items ordered have been received by R.A. Rodriguez, Inc. or its designee at the delivery location specified in the PO.

Article 5 – Packaging. Packaging should be best commercial practice or as called out by the part number or our PO whichever is higher level. Extra charges for special packaging will be paid only if provided for in the PO.

Article 6 – Inspection. The supplier’s is responsible for certifying that all items delivered conform to the P.O. and to these PO Terms. Inspections, if any, performed by regulatory authorities, or by R.A. Rodriguez, Inc. employees do not relieve the supplier of this responsibility.

Article 7 – Delivery times. Requested delivery times are as shown on our order. Where Delivery is expected to be late, R.A. Rodriguez, Inc. may require the supplier to use an expedited form of transportation, at no additional cost to R.A. Rodriguez, Inc. Supplier acknowledges that time is of the essence with respect to supplier’s obligations hereunder and the timely delivery of goods and services.

Article 8 – Rejection. All goods supplied which do not conform to the specifications of the P.O. will be rejected and returned to the supplier, at the supplier’s cost, within 30 days following notice of rejection. R.A. Rodriguez, Inc. may require the supplier to pay actual costs incurred by R.A. Rodriguez, Inc. as a result of non-conformance of the goods including all roundtrip freight. Replacement items will be subject of a new invoice issued by the supplier.

Article 9 – Export control. R.A. Rodriguez, Inc. will be responsible for compliance with all applicable U.S. export control laws and regulations (“Export Laws”). The supplier shall identify any item or part of an item which may be subject to Export Laws and shall provide R.A. Rodriguez, Inc. or its designee with all information concerning such applicable Export Laws, as well as with any assistance requested to assure compliance therewith. R.A. Rodriguez, Inc. shall obtain all relevant official approvals, licenses and authorizations required for compliance with Export Laws.

Article 10 – Warranty. The supplier warrants that the goods supplied shall be fit for all the functions and uses for which they are intended, that such goods have been manufactured according to the state of the art current at the time of Delivery, that such goods are free from defects in design, material and workmanship, and that such goods are free and clear of all liens, security interests, or other encumbrances.

The supplier warrants that it shall perform services using personnel of required skill, experience, and qualifications, and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and shall devote adequate resources to meet its obligations under the PO and these PO Terms.

The warranties set forth in this Article 10 are cumulative and in addition to any other warranty provided by law or equity.

Warranty must be for at least one year, from thirty days after receipt by end user.

Article 11 – Items with Limited Lifetime. Where items are supplied that have limited lifetimes or contain parts or components with limited lifetimes, the supplier must specify:

- a) The steps to be taken to store and conserve such items;
- b) The total length of effective life before use, counted from the date of manufacture;
- c) In an easily visible and indestructible legend affixed on the item or its packaging, as appropriate, the date by which the item product is to be used

The residual life of the goods, which is to be available to the user, must be equal to at least 80% of their total effective life.

Article 12 – Cancellation or reduction of the order. R.A. Rodriguez, Inc. is entitled to cancel or reduce the amount of any P.O. if:

- a) The supplier fails to comply with any material term of the P.O. or of these PO terms;
- b) A customer for whom that items in the PO are intended unilaterally terminates or reduces the amounts required by the relevant agreement or order on which the PO is based;
- c) The supplier is insolvent or files for, or is the subject of, any insolvency proceeding.

Article 13 – Price. Unless otherwise stated in the PO, the prices set forth on the PO are fixed and not subject to revision without the written consent of R.A. Rodriguez, Inc..

Article 14 – Advances and installments. If R.A. Rodriguez, Inc. agrees to make any payments in advance of Delivery:

- a) Notwithstanding any provision in any agreement or the PO to the contrary, prices will be fixed and not subject to revision from the date of such advance payment;
- b) R.A. Rodriguez, Inc. will receive a security interest in the studies, supplies, equipment and parts manufactured for the purpose of fulfilling the PO in an amount equal to the amount advanced and the supplier will

- i. Immediately identify the studies, supplies, equipment and parts subject to such security interest and
- ii. Take all commercially reasonable measures, including the maintenance of insurance, to protect the studies, supplies, equipment and parts subject to such security interest.

Article 15 – Invoicing. A separate invoice will be issued by the supplier for each delivery under the PO. Each invoice will be issued to R.A. Rodriguez, Inc. and must include the PO reference number, the item reference number, a description of the goods and the date and number of the packing list to which such invoice refers.

Article 16 – Payment. Payment of all accurate and undisputed invoices shall be made by the agreed upon payment terms from the later of:

- The date of the invoice
- The date of receipt of the invoice and
- The date of the actual delivery of the items or the performance of the service/ delivery of the Service

Article 17 – Equipment and property lent or entrusted. Any equipment manufactured or obtained by the supplier at the expense of R.A. Rodriguez, Inc. will be used only for the benefit of R.A. Rodriguez, Inc. and only for fulfillment of R.A. Rodriguez, Inc. POs. Such equipment and property shall be maintained and protected from damage or loss by the supplier. The supplier will obtain and maintain replacement value insurance on such property or equipment at supplier's expense and risk will cause R.A. Rodriguez, Inc. to be named a loss payee on such insurance.

Article 19 – Patents and industrial property. The supplier will indemnify, defend and hold R.A. Rodriguez, Inc. harmless from and against any claims, losses, costs and expenses (including attorney's fees) arising out of or in connection with any claim that R.A. Rodriguez, Inc.' use or possession of any item, equipment, process or property supplied or used in performance of the PO infringes on any intellectual property right of any third party.

The supplier must take all necessary measures to ensure that the standard specifications, drawings or manufacture details relating to R.A. Rodriguez, Inc.' POs are protected from disclosure to any third party and will assure that all employees of supplier with access to such is aware of and complies with the supplier's obligations with respect to such confidential or proprietary information.

R.A. Rodriguez, Inc. shall be the sole owner of all designs, drawings, works of authorship, blue prints, technical information, models, prototypes, tools and elements of the know-how created by supplier in its performance under the PO. All rights to apply for or to intellectual property rights to such designs, drawings, blue prints, technical information, models, prototypes, tools and elements of the know-how are property of R.A. Rodriguez, Inc.. Supplier shall promptly execute all papers, cooperate with R.A. Rodriguez, Inc., and perform all acts necessary and appropriate in connection with the filing, prosecution, maintenance, or assignment of related patents or patent applications on behalf of R.A. Rodriguez, Inc..

Article 20- Publicity. The supplier may not use, or refer to, any PO issued by R.A. Rodriguez, Inc. for publicity or marketing purposes without the written authorization of R.A. Rodriguez, Inc..

Article 21 – Indemnities and Insurance. The supplier shall be solely liable for and shall indemnify, defend and hold R.A. Rodriguez, Inc. harmless from and against all claims, losses, costs and expenses (including attorney's fees) arising out of or related to the performance of the PO or the goods or services delivered thereunder or supplier's negligence, willful misconduct or breach of the PO Terms. If performance under the PO requires the presence of one party's representatives at the premises of the

other party, each party shall be liable for and shall indemnify, defend and hold harmless the other party from and against all claims, losses, costs and expenses (including attorney's fees) in any way connected with the death of or injury to or the loss of or damage to any property of such representatives, except in the case of gross negligence or willful misconduct of the other party.

Without prejudice to the foregoing, supplier shall at its own cost obtain and maintain insurance for the following risks in amounts satisfactory customarily maintained by prudent members of supplier's industry:

- a) Damage to property lent to supplier by R.A. Rodriguez, Inc.;
- b) General third party liability insurance
- c) Product liability insurance

The supplier will provide, upon request of R.A. Rodriguez, Inc., a certificate from a licensed insurance broker that the foregoing insurance coverages are in full force and effect.

Article 22 – Governing Law These PO Terms are entered into and will be governed by the laws of the State of New York, without reference to any choice of law principles that could result in the application of the laws of any other jurisdiction.

R.A. RODRIGUEZ, INC. APPROVING

Article 23 – Certification A certificate of compliance addressing each item or lot of material shipped against this purchase order must accompany each shipment. Supplier part number, configuration control part number, NSN and/or Mil-Spec part number are to be referenced as part of the certification below:

Parts shall be of the latest revision of the applicable specification when received. Supplier or sub-tier supplier certification for specific processes or tests are acceptable provided they reference the exact requirements (i.e. drawings, specifications, test, or process that was performed) on their certification. Material, chemical or physical test reports for processes performed by suppliers are kept on file at the supplier for verification.

- Each primary supplier certification shall include:
 - Purchase order number
 - The item to the latest revision and/or specification revision to the date of manufacture
 - The quantity shipped
 - Lot number (if applicable)
 - The name and address of the company issuing the certification
 - The date of issue
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Article 24 – Access Rights The Supplier shall at reasonable intervals - after prior agreement of the parties on the date - or immediate when a severe problem occurs allow the Customer - and its Customers and their representatives, and any governmental and other involved authorities - to audit/assess the Supplier and/or any Supplier of the supply chain.

Therefore the Supplier shall grant the Customer reasonable access to business premises and product and contract related documentation (e.g. safety or certification) and make available a duly qualified member of his staff for the duration of the inspection visit.

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When requested by the Customer, the Supplier shall make available company in-house standards for Customer review when these standards are applicable to the developed or procured product.

In case the Supplier is not granting access to and inspection of classified manufacturing methods and other industrial secrets the Supplier shall provide sufficient evidence for confirmation to the Customer.

In case of restricted / secret topics the Customer shall be informed by the Supplier in advance to a visit/audit/ etc.

Article 25 – Supplier Code of Conduct and Ethical Behavior

At R.A. Rodriguez, Inc. corporate responsibility is key to our long term success. R.A. Rodriguez, Inc. is committed to promoting its core values in respect of human rights, labor, environmental and anti-corruption practices. R.A. Rodriguez, Inc. is determined to ensure the highest standards of responsibility throughout its operations, including its supply chain.

R.A. Rodriguez, Inc. is supporting the application of global standards for business ethics and compliance. R.A. Rodriguez, Inc. expects full compliance from its suppliers with all applicable laws and regulations of the countries in which operations are managed or services provided. Wherever suppliers are located, all business shall be conducted in a manner compatible with this Supplier Code of Conduct. Suppliers are also expected to cascade these principles through their own supply chain.

In addition, the R.A. Rodriguez, Inc. Supplier Code of Conduct encourages suppliers to go beyond legal compliance, drawing upon internationally recognized standards, in order to advance in social and environmental responsibility, and business ethics.

General Disclaimer

This Supplier Code of Conduct and Ethical Behavior is in no way intended to conflict with or modify the terms and conditions of any existing contract. Unless otherwise stated in such contract, in the event of a conflict, suppliers shall adhere to the contract terms.

1) Compliance with Laws

Suppliers shall comply with all applicable laws and regulations of the countries in which operations are managed or services provided.

2) Human Rights

Suppliers are expected to treat people with respect and dignity, encourage diversity, remain receptive to diverse opinions, promote equal opportunity for all, and foster an inclusive and ethical culture, in accordance with the relevant International Labor Organization (ILO) conventions.

A) Child Labor

Suppliers must ensure that illegal child labor is not used in the performance of work. The term “child” refers to any person under the minimum legal age for employment where the work is performed

provided the legal age is consistent with the minimum working ages defined by the International Labor Organization (ILO).

B) Human Trafficking, including Forced or Indentured Labor

Suppliers must adhere to regulations prohibiting human trafficking, and comply with all applicable local laws in the country or countries in which they operate. Suppliers must refrain from violating the rights of others and address any adverse human rights impacts of their operations.

3) Employment Practices

A. Harassment

Suppliers are expected to ensure that their employees are afforded an employment environment that is free from physical, psychological, and verbal harassment, or other abusive conduct.

B) Non-discrimination

Suppliers are expected to provide equal employment opportunity to employees and applicants for employment without discrimination.

C) Wage and Benefits

Suppliers must pay workers at least the minimum compensation required by local law and provide all legally mandated benefits. In addition to payment for regular hours of work, workers must be paid for overtime at such premium rate as is legally required or, in those countries where such laws do not exist, at least equal to their regular hourly payment rate. Deduction from wages as a disciplinary measure should not be permitted.

D) Social dialogue

Suppliers are expected to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal. Suppliers are also expected to recognize and respect any rights of workers to exercise lawful rights of free association, including joining or not joining any association of their choosing.

4) Anti-Corruption

A) Anti-Corruption Laws Suppliers must comply with the anti-corruption laws, directives and regulations that govern operations in the countries in which they do business.

Suppliers are required to refrain from offering or making any improper payments of money or anything of value to government officials, political parties, candidates for public office, or other persons. This includes a prohibition on facilitating payments intended to expedite or secure performance of a routine governmental action like obtaining a visa or customs clearance, even in locations where such activity

may not violate local law. Personal safety payments are permitted where there is an imminent threat to health or safety.

Suppliers are expected to exert reasonable due diligence to prevent and detect corruption in all business arrangements, including partnerships, joint ventures, offset agreements, and the hiring of intermediaries such as agents or consultants.

B) Illegal Payments

Suppliers must not offer any illegal payments to, or receive any illegal payments from, any customer, supplier, their agents, representatives or others. The receipt, payment, and/or promise of sums of money or anything of value, directly or indirectly, intended to exert undue influence or improper advantage is prohibited. This prohibition applies even in locations where such activity may not violate local law.

C) Fraud and Deception

Suppliers must not seek to gain any advantage of any kind by acting fraudulently, deceiving people or making false claims, or allow anyone else to do so. This includes defrauding or stealing from the company, a customer or any third party, and any kind of misappropriation of property.

D) Competition and Anti-Trust

Suppliers must not fix prices or rig bids with their competitors. They must not exchange current, recent, or future pricing information with competitors. Suppliers must refrain from participating in a cartel.

E) Gifts/Business Courtesies

Suppliers are expected to compete on the merits of their products and services. The exchange of business courtesies may not be used to gain an unfair competitive advantage. In any business relationship, suppliers must ensure that the offering or receipt of any gift or business courtesy is permitted by law and regulation, and that these exchanges do not violate the rules and standards of the recipient's organization, and are consistent with reasonable marketplace customs and practices.

F) Insider Trading

Suppliers and their personnel must not use any material or nonpublicly disclosed information obtained in the course of their business relationship with Airbus as the basis for trading or for enabling others to trade in the stock or securities of any company.

5) Conflict of Interest

Suppliers are expected to avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest. Suppliers are expected to provide notification to all affected parties in the event that an actual or potential conflict of interest arises. This includes a conflict between the interests of Airbus and personal interests or those of close relatives, friends or associates.

6) Maintain Accurate Records

Suppliers are expected to create accurate records, and not alter any record entry to conceal or misrepresent the underlying transaction represented by it. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. Records should be retained from date of shipment for a minimum of 10 years or longer when specified by the part number. When records are no longer retained they must be destroyed or deleted.

7) Information Protection

A) Confidential/Proprietary Information

Suppliers shall properly handle sensitive information, including confidential, proprietary, and personal information. Information should not be used for any purpose (e.g. advertisement, publicity, and the like) other than the business purpose for which it was provided, unless there is prior authorization from the owner of the information.

B) Intellectual Property

Suppliers must comply with all the applicable laws governing intellectual property rights assertions, including protection against disclosure, patents, copyrights, and trademarks.

C) Information Security

Suppliers must protect the confidential and proprietary information of others, including personal information, from unauthorized access, destruction, use, modification and disclosure, through appropriate physical and electronic security procedures. Suppliers must comply with applicable data privacy laws.

8) Environment, Health, and Safety

Suppliers are expected to establish an appropriate management system for Environment, Health and Safety.

Suppliers are further expected to operate in a manner that actively manages risk, conserves natural resources and protects the environment in the communities within which they operate.

Suppliers should protect the health, safety, and the welfare of their employees, contractors, visitors and others who may be affected by their activities.

Finally, as stated in Section I. "Compliance with Laws" of this Code, suppliers shall comply with all applicable environmental, health and workplace safety laws and regulations.

9) Global Trade Compliance

A) Import

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Suppliers must ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the import of parts, components, and technical data.

B) Export

Suppliers must ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the export of parts, components, and technical data. Suppliers shall provide truthful and accurate information and obtain export licenses and/or consents where necessary.

C) Responsible Sourcing of Minerals

Suppliers must comply with applicable laws and regulations regarding conflict minerals which include tin, tungsten, tantalum and gold. Additionally, suppliers should establish a policy to reasonably assure that the tin, tungsten, tantalum and gold which may be contained in the products they manufacture do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses. Suppliers should exercise, as may be directed by law, due diligence on the source and chain of custody of these minerals and therefore at a minimum require the same from their next tier suppliers.

D) Non-Conforming, Counterfeit and Unapproved Parts

Suppliers are expected to develop, implement, and maintain effective methods and processes appropriate to their products to minimize the risk of introducing non-conforming, counterfeit and unapproved parts and materials into deliverable products. In addition, suppliers shall provide notification to recipients of non-conforming, counterfeit and unapproved product(s) when warranted, and exclude them from the delivered product.

10) Ethics Program Expectation

A) Whistleblower Protection

Suppliers are expected to provide their employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. Suppliers are also expected to take action to prevent, detect, and correct any retaliatory actions.

B) Consequences for violating the Code

In the event that the expectations of this Code are not met, the business relationship may be reviewed and corrective action pursued subject to the terms of the related procurement contract(s.)

C) Ethics Policies

Commensurate with the size and nature of their business, suppliers are expected to establish management systems to support compliance with laws and regulations, as well as the expectations expressed within this Supplier Code of Conduct. Suppliers are encouraged to implement their own written code of conduct and to flow down their principles to the entities that furnish them with goods and services. Airbus expects its suppliers to maintain effective program to encourage their employees to

make ethical, values driven choices in their business dealings - beyond compliance with laws, regulations and contract requirements

D) Product Safety Supplier commitment to Product Safety must include compliance with all quality control standards that govern their responsibilities. These include all applicable laws and regulations, as well as internal control procedures designed to promote the manufacture of safe, high quality goods.