



ASES, LLC d/b/a Field Aerospace  
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## **Customer Required Flowdown Provisions for Items/Services Under Raytheon Jaguar International ISR Engineering/Manufacturing/ Airworthiness Certification Products and Services Program**

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- 1) During performance of this Purchase Order, Seller shall notify Buyer of any planned obsolescence of the good(s) set out in this Purchase Order.
- 2) Except for a default of Seller's subcontractor at any tier, neither Buyer nor Seller shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, acts or failure to act by the Federal Aviation Administration (FAA) with no fault attributed to Seller, and unusually severe weather. In the event that performance of this Purchase Order is hindered, delayed or adversely affected by causes of the type described above ("Force Majeure"), then the Party whose performance is so affected shall so notify the other Party's authorized representative in writing and, at Buyer's option, this Purchase Order shall be completed with such adjustments to delivery schedule as are reasonably required by the existence of Force Majeure or this Purchase Order may be terminated for convenience pursuant to Section 33 of the Field 400-1.
- 3) Seller warrants that the goods delivered pursuant to this Purchase Order shall (i) be and only contain materials obtained directly from the Original Component Manufacturer (OCM) or the Original Equipment Manufacturer (OEM), (collectively, the Original Manufacturer (OM)) or an authorized OM reseller or distributor (except Standard Parts, as defined in Federal Aviation Administration's AC 21-29C); (ii) not be or contain Counterfeit Items, as defined below; and (iii) contain only authentic, unaltered OM labels and other markings. Seller shall obtain and retain all documentation required to fully trace the distribution and sale of the goods delivered hereunder back to the relevant OM, and, on request of Buyer, shall provide such authenticating documentation. Counterfeit Items include, but are not limited to, goods or separately-identifiable items or components of goods that: (i) are an illegal or unauthorized copy or substitute of an OM item; (ii) are not traceable to an OM sufficient to ensure authenticity in OM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OM or are not constructed in accordance with OM design; (iv) have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OM design but not disclosed as such or are represented as OM authentic or new; (v) have not passed successfully all OM required testing, verification, screening, and quality control processes; or (vi) an item with altered or disguised documentation, package labeling, or item marking intended to mislead a person into believing a non-OM item is genuine, or that an item is of better or different performance when it is not. Seller further warrants that it has and shall have an internal Counterfeit Item control process for goods delivered hereunder in accordance with the standards or instructions set forth in any Buyer's specifications, including but not limited to Field Aerospace Quality Notes, or other provisions incorporated into this Purchase Order. Buyer shall have the right to audit and inspect the processes at any time before delivery of the goods ordered hereunder. Buyer shall have the right to require changes to the processes to conform with Buyer's defined standards, if any. Failure of the Seller to conform its processes with Buyer's defined standards may result in the termination of this Purchase Order in accordance with the termination provisions set forth herein.

- 4) Seller warrants that any hardware, software and firmware goods delivered under this Purchase Order: (i) shall not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: damage, destroy or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; (ii) shall not contain any third party software (including software that may be considered free software or open source software) that (a) may require any software to be published, accessed or otherwise made available without the consent of Buyer, or (b) may require distribution, copying or modification of any software free of charge; and (iii) shall not infringe any patent, copyright, trademark, or other proprietary right of any third party or misappropriate any trade secret of any third party.
- 5) These warranty entitlements shall inure to the benefit of both Buyer and Buyer's customer. As used in this Purchase Order, Buyer's customer shall include its direct and indirect customers such as direct sale end-users, higher-tier subcontractors, prime contractors and the ultimate user under relevant prime contract.
- 6) 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, but not limited to, the prompt repair, replacement or reimbursement of the purchase price of nonconforming goods and, in the case of services either the prompt correction of the defective services at no cost or reimbursement of the amounts paid for such services. Return to Seller of defective or nonconforming goods and redelivery to Buyer of repaired or replaced goods shall be at Seller's expense. Goods or services required to be corrected, repaired or replaced shall be subject to this Section and the Inspection Section of this Purchase Order in the same manner and to the same extent as goods or services originally delivered under this Purchase Order, but only as to the repaired or replaced goods or parts thereof or the corrected service thereof. Seller shall promptly comply with Buyer's direction to (i) repair, rework or replace the goods, (ii) furnish any material or parts and installation required to successfully correct the defect or nonconformance or (iii) successfully correct the defective or nonconforming service.
- 7) If inspection and test are made on the premises of Seller or Seller's lower-tier subcontractors, Seller shall furnish without additional charge all reasonable facilities, information and assistance necessary for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Section are supplementary to and not in lieu of the provisions of Paragraph 19 of the Field 400-1.
- 8) Seller warrants that in the performance of this Purchase Order, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations.
- 9) Seller warrants that it has and shall maintain all registrations and licenses and shall obtain permits all as required to perform the work hereunder.
- 10) Seller shall maintain, and cause its subcontractors to maintain, the insurance coverages that are specified as required in this Purchase Order or, if none are specified, the following minimum insurance coverage and limits: Statutory Workers' Compensation coverage and Employers' Liability with a limit of \$500,000; Commercial General Liability (including bodily injury and property damage, products / completed operations coverage and contractual liability coverage) with a limit of \$1,000,000 per occurrence. When applicable to Seller's performance on the Purchase Order, Seller shall also maintain, and cause its subcontractors to maintain, (i) Automobile Liability coverage with a limit of \$1,000,000 per accident; and (ii) Professional Liability covering the services provided by Seller under this Purchase Order. Upon Buyer's request, Seller shall (i) provide Buyer with certificates of insurance evidencing required insurance, (ii) arrange for a waiver of subrogation in favor of Buyer and / or (iii) in the case of the Commercial General Liability and Automobile Liability policies direct that Buyer be added as an additional insured.

- 11) Seller shall not engage in any subcontracts relating to this Purchase Order except as follows and as compliant with U.S. export and import controls laws and regulations:
  - (a) Seller may not assign any rights, delegate any of its obligations due or to become due under this Purchase Order, or subcontract all or substantially all of its obligations under this Purchase Order, without the prior written consent of Buyer. Any purported assignment, delegation, or subcontracting by Seller without such consent shall be void. Buyer may assign this Purchase Order to (i) any affiliated company, (ii) any successor in interest, or (iii) Buyer's customer.
  - (b) Seller shall promptly notify Buyer in writing of any name or ownership changes, mergers or acquisitions. Seller agrees to provide organizational charts upon request of Buyer.
  - (c) Seller shall not change the location of manufacture and installation of the goods to be provided to Buyer under this Purchase Order without Buyer's prior written consent.If Seller is authorized by Buyer to engage in subcontracting for procurements related to this Purchase Order, Seller shall incorporate into its subcontracts the provisions of Field 400-1 Paragraph 13, Export Control.
- 12) Seller shall not engage in any subcontracts relating to this Purchase Order except in accordance with the terms and conditions of the attached Field Aerospace 400-1 Paragraph 3, Assignments and Subcontracting and as compliant with U.S. export and import controls laws and regulations, and any authorizations granted thereunder. If Seller is authorized by Buyer to engage in subcontracting for procurements related to this Purchase Order, Seller shall incorporate into its subcontracts the provisions requiring compliance with U.S. and other applicable export and import control laws and regulations.
- 13) Seller shall control the disclosure of and access to technical data, information and other items received under this Purchase Order in accordance with U.S. export control laws and regulations, including but not limited to the ITAR. Seller agrees that no technical data, information or other items provided by Buyer in connection with this Purchase Order shall be provided to any foreign persons or to a foreign entity, including without limitation, a foreign subsidiary of Seller, without the express written authorization of Buyer and Seller's obtaining of the appropriate export license, technical assistance agreement or other requisite documentation for ITAR- controlled technical data or items. Seller shall determine whether the information provided by Buyer is technical data as outlined in the ITAR (22 CFR 120-130) prior to any release to a third party abiding by the terms outlined herein. The Parties shall indemnify each other for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by the non-violating party in connection with any violations of such laws and regulations by Seller.
- 14) Buyer may be required to obtain information concerning citizenship, nationality, and related information of Seller's personnel. Seller agrees to provide such information as necessary and certifies the information to be true and correct. Buyer agrees to hold this information as confidential and will not disclose without Seller's written approval which will not be reasonably withheld.
- 15) If any provision of this Purchase Order or application thereof is found invalid, illegal or unenforceable by law, the remainder of this Purchase Order will remain valid, enforceable and in full force and effect, and the Parties will negotiate in good faith to substitute a provision of like economic intent and effect.
- 16) The Parties agree that this Purchase Order, if transmitted electronically and the electronic signatures thereon are authenticated; that neither Party shall contest the validity of such on the basis that this Purchase Order was electronically transmitted or contains an electronic signature.
- 17) Seller shall maintain general records relating to this Purchase Order for a minimum period of four years after completion of final delivery of materials, goods or services pursuant to this Purchase Order or for such longer period as required by statute or as may be specified elsewhere in this Purchase Order.

18) Conflict Minerals

If SELLER is providing goods to the BUYER under this Purchase Order, SELLER shall use commercially reasonable efforts to:

(A) Identify whether such goods contain tantalum, tin, tungsten or gold;

(B) Conduct reasonable country of origin inquiry regarding the origin of such minerals in such goods to determine whether such minerals originated in covered countries, as defined in section 1502 of the Dodd-Frank Wall Street reform and consumer protection act; and

(C) Conduct due diligence on the chain of custody of the source of any minerals originating in covered countries to identify the smelter of said minerals;

(D) Assist BUYER in conducting reasonable due diligence concerning the smelters of such minerals. SELLER shall include this substance of this clause in any agreement between SELLER and its lower tier suppliers. SELLER shall provide BUYER with reasonable documentation of SELLER'S and its lower tier suppliers' due diligence efforts, in a format prescribed by BUYER, when requested by BUYER to enable disclosure to the Securities and Exchange Commission.

## **Prime Contractor Quality Note Flowdowns:**

### AH Revision 0 Date 02/14/2002 – Approved Production/Inspections System (FAA)

The supplier shall maintain an FAA approved Production/inspection System in accordance with Federal Aviation Regulations Part 21 for the products being supplied.

### BS Revision 1 Date 03/23/2007 – Return to Service (FAA)

Articles processed under this order shall be returned to service in accordance with Federal Aviation Regulations Part 43 by a certified aeronautical repair station providing documentation that meets 14 CFR 43:9 or 14 CFR: 43.11 as appropriate.

### BX – Revision 2 Date 12/13/2012 – Purchasing Information Flowdown

Suppliers will flow down all applicable requirements of the purchase order to their suppliers to insure conformance with all specifications, drawings, quality systems requirements (i.e., ISO 9001, AS9100, or other), regulations, public laws and other requirements as may be specified in the purchase order.

### D4 – Revision 3 Date 02/25/2016 – Source Inspection/Surveillance/Test

#### 1. SCOPE

1.1. Revision 3 replaces revision 2 dated 08/25/11.

1.1.1. Clarified that source is required and not optional. Included the form that is required to be filled out when requesting source.

1.2. The applicable revision of this document is determined by:

1.2.1. The revision specified on the purchase order, or

1.2.2. The revision in effect at the time of the purchase order if no revision is listed on the purchase order

1.3. All parts where this Prime Contractor Quality Note is applied require that source inspection be performed.

Buyer must be contacted to coordinate this activity.

#### 2. APPLICABLE DOCUMENTS

2.1. The following documents are referenced in Sections 3 and 4 of this document

2.2. Field Aerospace Specifications

2.2.1. None

2.3. Other Specifications

2.3.1. None

#### 3. REQUIREMENTS

3.1. The word "shall" invokes a binding requirement for the supplier to meet.

3.2. General Requirements

3.2.1. All items ordered by this purchase order are subject to source inspection to verify conformance to the purchase order requirements by the buyer's quality representative. Source inspection may consist of inspection, test, surveillance, and/or review of documentation.

3.2.2. Seller shall notify the buyer of readiness for source inspection ten (10) working days in advance. Seller shall also notify the buyer of any change in schedule.

3.2.3. Seller shall not ship items without source inspection.

3.2.4. Source inspection shall be performed at final assembly unless otherwise arranged by the buyer and the seller.

3.2.5. Seller shall not ship items suspended by the buyer's quality representative during source inspection unless an Authorization To Ship form is completed and approved by Field Aerospace.

3.3. PROCUREMENT PACKAGE REQUIREMENT: Upon acceptance of the purchase order, the Seller shall establish and maintain a procurement package for each purchase order that will be available for review at source inspection. The package shall contain but is not limited to the following listed items:

3.3.1. Purchase Order and Change Notices

3.3.2. Current Configuration of Drawings

3.3.3. Supplier Planning Documents (or supplemental documentation)

3.3.4. Current Configuration of Specifications

- 3.3.5. Certificates of Conformance for procured items and outsource processes
- 3.3.6. Documentation that demonstrates product conformance to the purchase order requirements including the Technical Data Package (i.e., test reports, inspection reports, lab reports etc...).

#### 4. DATA SUBMISSION

- 4.1. Supplier to deliver the following data to Field Aerospace for information as required by this document.
  - 4.1.1. Evidence of source inspection being performed shall be accompanied with shipment. The evidence will be provided by the buyer's quality representative (i.e., source inspector). The following are acceptable forms of documentation:
    - 4.1.1.1. Supplier's Packing Slip or Shipper stamped/signed by source inspector.
    - 4.1.1.2. Source inspection report.

#### 5. NOTES

- 5.1. Order of Precedence – Conflicts between this document and other provisions within the Purchase Order are defined in Paragraph 28 of the Field 400-1.
- 5.2. The source inspection provided herein shall not constitute final acceptance of the items and shall not modify or limit any representations, warranties, or commitment made elsewhere or in any way affect the obligations of the Seller to perform strictly in accordance with the provisions of the purchase order.

#### DC – Revision 1 Date 02/25/2016 – Right to Audit

##### 1. SCOPE

- 1.1. Revision 1 replaces revision 0 dated 02/14/2002.
  - 1.1.1. Revision 1 changes the title of the, clearly defines expectations and adds sub-tier suppliers to requirements.
- 1.2. The applicable revision of this document is determined by:
  - 1.2.1. The revision specified on the purchase order, or
  - 1.2.2. The revision in effect at the time of the purchase order if no revision is listed on the purchase order
- 1.3. The purpose of this document is to ensure Field Aerospace suppliers understand that Field Aerospace and its customers have the right to audit supplier and sub-tier supplier facilities during execution of this purchase order.

##### 2. APPLICABLE DOCUMENTS

- 2.1. The following documents are referenced in Sections 3 and 4 of this document
- 2.2. Field Aerospace Specifications – None
- 2.3. Other Specifications - None

##### 3. REQUIREMENTS

- 3.1. The word "shall" invokes a binding requirement for the supplier to meet.
- 3.2. General Requirements
  - 3.2.1. Seller shall grant the buyer the right to audit.
    - 3.2.1.1. Field Aerospace reserves the right to perform inspections, audits, evaluations, reviews, and/or witness the execution of the processes being performed at the supplier's facilities in support of this purchase order.
    - 3.2.1.2. Field Aerospace reserves the right to bring our customers or government representatives to the above said activities.
    - 3.2.1.3. This requirement applies to the supplier's sub-tiers and shall be flowed down accordingly.

##### 4. DATA SUBMISSION

- 4.1. There is no deliverable data to Field Aerospace required by this document.

##### 5. NOTES

- 5.1. Order of Precedence – Conflicts between this document and other provisions within the Purchase Order are defined in Paragraph 28 of the Field 400-1.

#### FH – Revision 0 Date 02/14/2002 – Airworthiness/Approval Certification (FAA)

FAA Airworthiness/Approval Certification is required. The supplier shall furnish and affix to each item shipped a properly executed FAA Form 8130-3 "Airworthiness/ Approval Tag".

UK – Revision 3 Date 03/16/2015 – Certificate of Conformance

STATUS

Revision 3 dated 03/16/2015 replaces Revision 2 dated 9/20/2014. Add wording to clarify minimum requirements as applicable to the Seller

REQUIREMENT

Seller's delivery of product certifies that the Manufacturer and Seller have performed all required inspections and tests. The Seller certifies delivered items meet all requirements identified on the Field Aerospace Purchase Order and all associated reference documents. The Seller shall provide a Certificate of Conformance with each shipment. The Seller shall insure that the person in their organization issuing the Certificate of Conformance has been authorized by the Seller to do so.

FORMAT

The exact format of the Certificate of Conformance may vary from Seller to Seller. Requirements can be identified within the Certificate of Conformance, Packing Slip, and/or material packing but shall contain the following minimum information:

1. Seller's name.
2. Manufacturers' name when different than Seller.
3. Field Aerospace's Part number as specified on the purchase order.
  - If no Field Aerospace Part number is specified on the purchase order, use Seller's Part number.
  - If no Seller's Part number is specified on the purchase order, use material descriptor.
4. Field Aerospace's drawing revision (including change notices, if not part of revision level) when specified on the purchase order.
  - If no Field Aerospace drawing revision is specified on the purchase order, then no drawing revision is required. Note: a Rev "-" is a Field Aerospace used convention to denote the first release. If Rev "-" is used by Field Aerospace, the Supplier should record it as Rev "-" and not as NA (Not Applicable) and should also not leave the Rev BLANK.
5. Serial number(s) or date code(s) or lot/batch/heat number(s), as applicable, of product shipped

WJ – Revision 3 Date 09/03/2013 – Supplier Change Request/Notification for Field Aerospace Approval

Does not apply to commercial off the shelf (COTS) Items

1. All communication, technical guidance and instructions having contractual impact shall be accomplished directly between the Field Aerospace Buyer and the Supplier's authorized representative.
2. No changes in materials, processes, procedures, design interfaces, software and the facilities used for manufacturing, inspection, and test shall be made without prior written approval/acknowledgement from the Field Aerospace Buyer. This includes, but is not limited to, changes to Field Aerospace directed sub-tier sources, facility relocations, new equipment, etc. Impact to form, fit or function will be assessed by the impacted programs.
3. Prior to implementing a change the Supplier shall submit a written request notifying Field Aerospace of the change. As a minimum, the written request shall include Reason for Change (i.e., plant relocation, equipment relocation, material change, design change, directed sub-tier supplier change, etc.) and Risk (i.e., technical, cost, schedule, etc.) to existing and/or pending Purchase Orders to include Supplier's plan to mitigate the identified risk(s). Supplier shall identify date (MM/DD/YY) response is needed from Field Aerospace in order to not jeopardize delivery date. Field Aerospace will communicate response back to the Supplier via the Buyer.
4. It is the Supplier's responsibility to fully comply with all the instructions listed on the Field Aerospace Purchase Order. Lack of written approval shall not relieve the Supplier of the responsibility to fully comply

with all of the requirements of the purchase order. The Supplier shall not receive compensation in any form from Field Aerospace for unauthorized activity.