

Provisions for material and processing vendors:

1. **Use of Buyer's Intellectual Property.** Supplier shall not reproduce, use, or disclose any data, designs or other information belonging to or supplied by or on behalf of Buyer ("Buyer's Intellectual Property"), or developed as a result of the performance of this Order, except as necessary in the performance of orders for Buyer. Supplier agrees that all title to and all other rights and legal interests (including copyright) in all data, analyses, graphs, reports, physical property, or other subject matter prepared, procured, or produced in the performance of this Order or based upon Buyer's Intellectual Property shall vest in Buyer. Supplier hereby assigns to Buyer all of Supplier's title, rights and legal interests in and to such inventions, improvements, or discoveries. Supplier further agrees to execute and deliver to Buyer all documents and perform all lawful acts which Buyer deems necessary to protect such inventions, improvements, or discoveries.
2. **Mayday Vendor Code of Conduct.** Significant vendors are required to sign the Mayday Manufacturing Vendor Code of Conduct.
3. **Tooling, Material and Special Test Equipment.**
 - (a) Title and the right to immediate possession of all tooling, material, and special test equipment furnished by Buyer to Supplier or ordered by Buyer from Supplier shall remain in or vest in the Buyer, unless it is identified as property of the Buyer's customer or the Government, where by it shall remain property of the Buyer's customer or the Government as applicable.
 - (b) Subject to the provisions of paragraph (a) above, if this Order is for tooling, such tooling shall become the property of the Buyer, Buyer's customer or the Government, as applicable, upon acceptance thereof by the Buyer.
 - (c) Tooling, material and special test equipment shall be maintained in good condition and must be permanently identified showing (i) the Buyer's name; (ii) the part number; and (iii) the tool number
 - (d) Unless otherwise authorized by Buyer, all tooling, material and special test equipment ordered or furnished by Buyer (unless it is Government property) shall be used in support of Buyer's orders only. Tooling, material, and special test equipment shall be promptly disposed of at any time as Buyer may direct, with no additional cost to Buyer. Such tooling, material, and special test equipment shall not be co-mingled with property belonging to Supplier or others, except as such material that may be incorporated into or attached to Goods consumed or expended in the performance of this order
 - (e) Supplier shall maintain inventory control of all such tooling, material, and special test equipment and furnish inventories and reports as required by Buyer.
4. **Regulatory Compliance - Export Controls.** Supplier understands and agrees that the information disclosed, made available or provided herein is private, confidential, and proprietary, and may also be controlled technical data or technology under the Export Administration Regulations ("EAR") or International Traffic in Arms Regulations ("ITAR"), Office of Foreign Assets Control ("OFAC"), or subject to other laws or regulations. Supplier agrees and covenants that it will not release, show, make available, disclose or deliver in any form or fashion all or any part of this information to any person who is not a U.S. Citizen, a lawful permanent resident of the United States, or who has received Political Asylum in the United States without first having determined whether it is lawful to do so under U.S. laws including the EAR, ITAR, and OFAC. Further, Supplier will not release, show, make available, disclose or deliver in any form or fashion all or any part of this information to any non-U.S. Person without having first obtained any necessary license or approval that may be required from the U.S. Department of Commerce, Department of State, Department of Treasury, or other agency, department, or office.

5. **Receipt of the Purchase Order.** Acknowledge receipt of the purchase order upon completion and acceptance of contract review, advise of any changes to price, dock date, part number(s), specification(s), revision(s), or description(s), and respond by e-mail to the appropriate contact.
6. **Resources and Competence.** Supplier shall have the resources, competence, expertise, knowledge, and ability necessary to supply the services and products in accordance with the purchase order, as well as ensure only qualified personnel work on the provision of the products and services, applying best practice methods and procedures currently employed in the industry.
7. **Sampling Plan.** Perform sampling inspection per ARP9013/2 unless otherwise stated on the purchase order.
8. **Non-conforming product.** Immediately notify Mayday Manufacturing when non-conforming product is detected before or after delivery. The notification shall include the non-conformance and the affected purchase order(s). The supplier is not granted material review authority. Non-conforming material shall not be delivered without prior written permission from Mayday Manufacturing.
9. **Records.** Maintain records related to the purchase order for a minimum of 11 years. Notify Mayday Manufacturing at least 90 days in advance of intent to destroy records for disposition prior to destruction.
10. **First Article Inspection.** Perform a First Article Inspection and provide documentation when one of the following applies: first production run, change in design, or a lapse in production exceeding 2 years. AS9102 is the preferred method; however, your internal First Article Inspection Report is acceptable, unless otherwise noted on the purchase order.
11. **Debit.** Agree to accept Mayday Manufacturing's debit from any amount due and owed by the supplier in any amount, or compensation which Mayday Manufacturing, in good faith, believes are due and owed by the supplier to Mayday Manufacturing. Before doing so, Mayday Manufacturing's management will, in good faith, discuss and attempt to resolve any issue relating to the set-off, with the Supplier.
12. **Certificate(s) of Conformance.** Supply with each shipment a legible and reproducible copy of a Certificate(s) of Conformance (C of C), certifying the compliance of the product(s) or service(s) applicable to the purchase order. In addition, a member of the seller's quality department will provide a signature and title of the authorized representative confirming the accuracy of the information included.
13. **Organizational/process Changes.** Notify Mayday Manufacturing within one month of any changes in process/OEM approvals, changes of suppliers, changes of manufacturing facility location, and/or changes to upper management.
14. **Counterfeit items.** Report and ensure suspect counterfeit items are not delivered to Mayday Manufacturing. Supplier shall immediately notify Mayday Manufacturing if supplier becomes aware or suspects that items delivered in accordance with the purchase order may contain suspect or confirmed counterfeit items.
15. **Right of Entry.** Grant Mayday Manufacturing, its representatives, Mayday Manufacturing's customer(s), and/or regulatory authorities the right of entry and may inspect the facilities and processes of the seller's and their subcontractors/vendors engaged in the performance of this order. Seller shall provide, without additional charge, all reasonable access and assistance for such inspections and tests.

16. **Product Safety.** The vendor/supplier shall ensure the person(s) are aware of their contribution to product or service conformity, their contribution to product safety and the importance to ethical behavior.

17. **Conflict Minerals.** Supplier agrees that any items supplied pursuant to this purchase order which contain tantalum, tungsten, tin or gold (“Conflict Minerals”) will be supplied in conformance with Mayday Manufacturing Conflict Minerals Policy, a copy of which is posted on Mayday Manufacturing's website. If requested by Mayday Manufacturing, Supplier shall provide Mayday Manufacturing with all relevant information showing the source of such Conflict Minerals and shall otherwise cooperate with Mayday Manufacturing from time to time, at no additional cost to Mayday Manufacturing, in Mayday Manufacturing due diligence investigations as to the source of such Conflict Minerals.