



Lux Manufacturing, Inc. Purchase Order Terms and Conditions

Scope of Acceptance: Unless Supplier and Lux Manufacturing, Inc. have entered into a separately executed agreement that governs the purchase by Lux Manufacturing and sale by supplier of goods and services, then Lux Manufacturing's of purchasing the goods and/or services set forth on this purchase order can only be accepted by Supplier upon these Terms and Conditions of Purchase.

California Law: This Purchase Order and the acceptance of it shall be a contract made in the State of California and governed by the laws thereof, without giving effect to conflicts of law principles, and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods.

Quality Requirements: The Seller shall provide and maintain an inspection system acceptable to Lux Manufacturing covering the inspection of Goods provided under this Purchase Order, and Seller shall tender to Lux Manufacturing for acceptance only such Goods that have been inspected in accordance with such inspection system and that have been determined by the Seller to conform with the Purchase Order requirements. However, all Goods provided under this Purchase Order are subject to final inspection and acceptance within a reasonable time after actual delivery and Lux Manufacturing shall have the right to reject any defective or non-conforming Goods despite any prior inspection by the Seller.

Tooling and Materials: Unless otherwise agreed to by Lux Manufacturing, all special purpose tooling or materials used by Seller to fulfill this order shall be the property of Lux Manufacturing, shall be removable at any time without additional cost upon demand by Lux Manufacturing, shall be used only in filling orders from Lux Manufacturing, shall be kept separate from other tools and materials and shall be clearly identified as the property of Lux Manufacturing.

Compliance with Anti-Corruption Laws: Seller represents and warrants that it has not made, offered, authorized or promised and will not make, offer, authorize, or promise to make, directly or indirectly, any payment (including any monetary payment, loan donation, gift, in-kind service, or any other thing of value) to obtain or retain any contract, business opportunity or other similar benefit during the course of its performance under the Agreement to or for the use or benefit of: (i) any officer, employee or representative of a government or any department, agency, or instrumentality thereof, or of a public international organization, any person acting in an official capacity for or on behalf of a government or government entity or of a public international organization, any member of a royal family, any political party or party official, or any candidate for political office ("Government Office"); (ii) a close family member of a Government Official, including the Government Official's spouse, the Government Official's and the spouse's grandparents, parents, siblings, children, nieces, nephews, aunts, uncles and first cousins, the spouse of any of these people, and any other individuals who share the same household with the Government Official; (iii) any other person where Seller knows or has reason to know or suspect that any part of such payment will be directly or indirectly given or paid by such other person, or will reimburse such other person, for any payment previously made or given to any Government Official when such payment could not be made directly in accordance with this provision; (iv) to any officer, director, employee or representative of any actual or potential customer of Seller; (v) to any officer, director or employee of Seller or any of its affiliates; or (vi) to any person where such payment violates any laws, decrees, regulations or policies having the force of law in the country or countries of such person or applicable to such person or the laws of the United States of America, including the United States Foreign Corrupt Practices Act of 1977 as amended from time to time the ("FCPA"). Seller represents and warrants that unless disclosed to Lux Manufacturing in a separate written statement, neither Seller nor any of its officers, directors, employees, shareholders or owners ("Affiliated Persons") are Government Officials nor have they been in the last five years. If at any time during the term of this Agreement, Seller and/or any Affiliated Person is named, appointed or otherwise becomes a government Official, Seller will notify Lux Manufacturing in writing within three (3) business days. If in the opinion of Lux Manufacturing, such changes substantially detract from, or increase the risks related to, its relationship with seller, such changes will constitute grounds for termination of this Order. Seller shall not employ any sub-agent, person, entity or representative to perform any duties or obligations of Seller under this order, perform any act which Seller cannot perform pursuant to this Order or which would breach this order without prior written agreement of Lux Manufacturing.

Notification of Employee Rights: Compliance with Federal Labor Law Notification Requirements. Seller certifies and agrees that it will post all notices informing employees of their rights under federal labor laws as required by:

- Executive Order 13496 – “Notification of Employee Rights under Federal Labor Laws” and
- Title 29, Part 471 – “Obligations of Federal Contractors and Subcontractors; Notification of Employee Rights under Federal Labor Laws” of the Code of Federal Regulations.”
- Accordingly, 29 CFR Part 471 Appendix A to Subpart A is hereby incorporated by reference into this Order.

Subcontract: Seller shall not subcontract all or any portion of this order without prior written approval by Lux Manufacturing. When noted, Seller shall flow the requirements contained within this purchase order to their sub-tier suppliers. The flow down does not relieve the Seller of the responsibility for exercising those control measures necessary to ensure that the work performed by sub-tier sources is in accordance with the purchase order requirements.

Conflict Minerals: As required by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (see pub. L 111-203, 124 Stat. 1376 (July 21, 2010), 15 U.S.C. 78m (p) subcontractor will provide applicable information and certifications as reasonably requested to comply with reporting obligations related to conflict minerals.

Compliance with Laws: by written acceptance of this order, Seller agrees and warrants that it shall comply at all times with all applicable federal, state and local laws, regulations and rules including in particular all export laws, all applicable requirements of the occupational Safety and Health Act of 1970, as amended, and all regulations or orders of the United States Department of Labor issued thereunder.

Restriction of Hazardous Substances (RoHS) Directive: The RoHS Directive restricts the use of the following six substances: 1. Lead (Pb) 2. Cadmium (Cd) 3. Mercury (Hg) 4. Hexavalent chromium (Hex-Cr), 5. Polybrominated biphenyls (PBB) 6. Polybrominated diphenyl ethers (PBDE). Parts delivered under this category require certification with each shipment that the parts meet the directive. The maximum permitted concentrations of all substances, except for cadmium, are 0.1% or 1000 ppm by weight of homogenous material. Cadmium concentrations are limited to 0.01% or 100 ppm by weight of homogeneous material. Unless otherwise specified in II-VI Optical procurement documents, the latest RoHS directive shall be the governing document.

DFAR Flowdown Requirements: Pursuant to DFARS 252.225-7014, specialty metals incorporated in articles delivered to Lux must be: (1) melted in the United States, its possessions or Puerto Rico; (2) melted in a "qualifying country" as defined in DFARS 225.872-1; or, (3) incorporated in an article manufactured in a "qualifying country."

Export/Import/ITAR Compliance: Information furnished to supplier under this purchase contract may contain data subject to U.S. Export Laws and Regulations. Supplier is advised that such data may not be exported or re-exported to foreign persons, employed by or associated with, or under contract to supplier or supplier's lower-tier suppliers, without the prior written consent of Lux, and under the authority of an export license or applicable license exemption. If such data is marked as export controlled, supplier shall indemnify and hold buyer harmless from and against any and all claims, liabilities and expenses resulting from suppliers' failure to comply with the Export Laws and Regulation of the United States.

Communication of AS 9100 specific requirements:

- a) Supplier shall ensure compliance to specifications, drawings, process requirements and work instructions provided at the time of order placement.
- b) FAI Requirement: Supplier shall perform a First Article Inspection (FAI) that conforms to the requirements of Aerospace Standards AS9100D. A First Article Inspection Report shall be made available upon request by Lux Manufacturing.

Certificate of Conformance (C of C): Supplier shall provide a C of C with each shipment for all materials, processes and/or finished goods supplied against this order. All parts and raw material supplied in this shipment shall be in compliance with the requirements for RoHS 2011/65/EU as amended to 2015/863 of the European Parliament and of the Council of July 22, 2019, on the restriction of the use of certain hazardous substances.

All parts listed in this order shall not contain any intentionally added materials that are prohibited from use in this directive. All processes shall be performed in accordance with accepted procedures. Certification documents shall be on file and made available upon request by Lux Manufacturing for materials used. All parts and raw material supplied in this shipment shall not contain substances on the Candidate List of SVHCs updated 16 January 2020 of the REGULATION (EC) No. 1707/2006 of the EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). Lux Manufacturing will not process the shipment until all proper documentation is received.

Traceability and Record Retention Requirements: The supplier shall retain objective evidence of quality of the items supplied (manufacturing, assembly, inspection, test and special process records for a minimum of seven (7) years. These records shall be sufficient to prove conformance to all applicable specifications and drawings and shall be maintained for a period not less than seven (7) years. These records shall be made available to Lux Manufacturing upon request.

- c) Supplier shall ensure that employees and people working on its behalf are competent and trained to do the job.
- d) Supplier shall hold all information from Lux in confidence and shall not obtain Lux's approval before sharing any information with third-party.
- e) Supplier performance will be rated on a scale. Supplier that fail to perform satisfactorily may receive Corrective Actions and may be considered for probation or removal from Lux's Approved Vendor List.
- f) Lux, its customers and regulatory authorities reserve the right to perform verification and/or validation activities at the supplier's premises
- g) Lux provides its customers' product specifications to be used for the manufacture of proprietary products. Suppliers must provide products that are in compliance with such specifications. Compliance with these specifications and traceability must be assured and documented before shipment.
- h) Where the resulting output cannot be verified by subsequent monitoring and measurement, supplier is responsible for the validation, and periodic revalidation of the ability to achieve planned results of the processes for production and service provision.
- i) Supplier shall ensure all gauges and instruments used to verify products for Lux shall be calibrated using standards traceable to NIST. The supplier shall maintain an inspection process that ensures all goods and services conform to specifications.
- j) The supplier shall use statistical techniques for product acceptance as applicable.
- k)

Suppliers shall maintain a Quality Management System to support its management system processes

Where required on Lux's Purchase Order, its suppliers must use Lux's customer-approved special process sources. These sources will be communicated to you by Lux in advance or with the Purchase Order Lux shall be contacted (by the supplier) in the event of nonconforming product/material. Arrangements for the approval of supplier nonconforming product/material must be directed by Lux.

Counterfeit Parts Requirement: Supplier represents and warrants that only new and authentic materials are obtained and that material is obtained only from Original Component Manufacturer (OCM) or the Original Equipment Manufacturer (OEM). No other material or part, other than new and authentic is to be utilized or provided to Lux Manufacturing. Should it be determined that seller has supplied counterfeit part(s), seller must notify

Lux Manufacturing immediately. Lux Manufacturing may require the replacement of all material with non-counterfeit parts at the expense of the seller. Seller shall be liable for all costs of the buyer, including expenses, if any, in correcting the matter to the satisfaction of Lux Manufacturing and its customer(s).

The supplier shall notify Lux of any changes to a product and/or process including changes of their providers or location of manufacture and to obtain approval of such change from Lux.

Lux requires that all applicable requirements including customer requirements to flow-down to suppliers.

When requested by Lux, or its customers, suppliers shall provide test specimens for inspection/verification, investigation and/or auditing purposes

All certifications, test reports, and test reports and inspection reports, and calibration records shall be retained for a minimum of seven years, unless otherwise specified by Lux. These records shall be made available to Lux, its customers, or a regulatory agency upon request. After seven years, all documentation must be destroyed in a method which ensures data/information is unusable. If the business relationship between vendor and supplier ends prior to seven years, Lux must be contacted regarding final disposition.

Suppliers are required to establish and maintain a Foreign Object Debris (FOD) prevention program that employs appropriate housekeeping practices to assure timely detection and removal of residue/debris generated, during operations and normal daily tasks.

l) Lux, their customers, and regulatory authorities retain the right of access to the applicable areas of facilities and to application documented information, at any level of the supply chain.

m) Supplier shall ensure that employees and people working on its behalf are aware of their contributions to product or service conformity, their contribution to product safety, and the importance of ethical behavior.

Contact Information:

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