

Renaissance Repair and Supply Ltd

Purchase Order Terms and Conditions

- 1. Terms.** The purchase order terms and conditions set forth below, and any terms submitted with a purchase order (collectively, the "P.O. Terms"), are incorporated into the executed supplier agreement (the "Supply Agreement") between the parties, if any. Acceptance is limited to the terms and conditions of the Supply Agreement, or the P.O. Terms if no Supply Agreement is executed, and no purported revisions of, additions to, or deletions from the Supply Agreement or the P.O. Terms shall be effective, whether in Seller's proposal, invoice, acknowledgment or otherwise, and no local, general or trade custom or usage, shall be deemed to affect any variation herein unless expressly agreed to in writing by Buyer's authorized representative. The delivery of any goods or the furnishing of any services pursuant to a purchase order, ("Purchase Order") shall constitute acceptance by Seller of the Purchase Order subject to, and in strict accordance with, all of its terms and conditions. To the extent that terms submitted with a Purchase Order are inconsistent with those set forth herein, the terms submitted with the Purchase Order shall govern. Any reference submitted with a Purchase Order to Seller's proposal shall be exclusive of any terms and conditions attached to or referred to therein. These Purchase Order Terms and Conditions may be amended by Buyer from time to time upon notice to Seller
- 2. Specifications.** All goods and services furnished pursuant to a Purchase Order shall strictly conform to the specifications, descriptions and warranties set forth in such Purchase Order or any written specifications provided by Renaissance Network Reinvent to Seller. No change in a Purchase Order shall be made except 1) upon written application to, and subsequent written authority of, Buyer, or 2) upon receipt of a Change Order or revised specification from Renaissance Network Reinvent.
- 3. Time and Place of Delivery; Renaissance Network Reinvent Inspection; Acceptance.** Time is of the essence of a Purchase Order. Delivery will be made as specified in the Purchase Order. Renaissance Network Reinvent reserves the right to reject goods and to cancel all or any portion of a Purchase Order in the event of failure to deliver at the time and place specified. Renaissance Network Reinvent acceptance of any part of a shipment not delivered as specified herein shall not obligate Buyer to accept the remainder of that shipment or any future shipments. If Seller is required to provide Material Safety Data Sheets, they will be delivered to Renaissance Network Reinvent prior to delivery of any goods under a Purchase Order. All goods shall be received subject to Renaissance Network Reinvent inspection and acceptance, and subject to Renaissance Network Reinvent right to reject and return at Seller's expense goods which fail to conform strictly to the requirements of the applicable Purchase Order. All materials are subject to inspection and testing by Renaissance Network Reinvent at Renaissance Network Reinvent plant. In event that Seller fails to deliver the goods at the time and place specified, Seller shall be liable for Renaissance Network Reinvent costs due to

such failure, including, but not limited to, lost production time, product rework costs, scrap material costs, inspection costs, and transportation costs.

4. **Certification (C of C), Inspection, etc.:** Renaissance Network Reinvent requires certifications of compliance (C of Cs) for all purchased goods. Additionally, inspection records and/or test specimens may be required as outlined in the PO. Failure to provide these items may result in the rejection of the shipment. All C of Cs will reference the Renaissance Network Reinvent PO number, Part number and revision, Date of Manufacture (DOM), Mfgr's name, lot/batch/heat number, customer name or end-use (where indicated) and should include a signature of an authorized representative. Note: Electronic signature is acceptable. A statement that all requirements of the PO and any additional requirements flowed (including these requirements) have been met must be apparent on all C of Cs.
5. **Certifications (Laboratory data):** Where not addressed in the above-mentioned C of C, chemical and physical property data and related certifications and laboratory test result data are required to accompany shipment of the "product" under the terms of the PO.
6. **Counterfeit Parts:** The Supplier shall certify that only new and authentic materials are used in products or goods delivered to Renaissance Network Reinvent and that the products/goods delivered contain no Counterfeit Parts. No substitutions, reworked or refurbished parts/materials shall be acceptable under the terms of this purchase. Supplier shall maintain a Counterfeit risk mitigation process internally and with its suppliers using SAE AS5553 and AS6081 as guidelines. Where U.S. Government or aerospace end use is indicated, reporting of any counterfeit parts/materials from suppliers (or sub-tier suppliers) shall be initiated upon discovery per GIDEP requirements. See <https://www.federalregister.gov/documents/2019/11/22/2019-24960/federal-acquisition-regulation-reporting-of-nonconforming-items-to-the-government-industry-data>.
7. **First Piece Approval:** Where indicated, First Piece Approval for each set-up is required by Renaissance Network Reinvent prior to continuation.
8. **Packaging and Handling:** As a minimum, the Supplier shall package all material in a manner that will ensure protection against corrosion, oxidation, deterioration and physical damage during shipment. In addition, when materials delivered are lot controlled and multiple material lots are shipped, each lot shall be separately packaged and identified. Suppliers are also responsible for handling damage that occurs at their location.
9. **Change of Process or Product:** Renaissance Network Reinvent must be informed of and must approve any change in processes, product or supplier made in the performance of the PO.
10. **Purchasing:** Purchasing is the primary contact and liaison between the Supplier and Renaissance Network Reinvent, any questions relating to sales/purchasing should be sent to your purchasing representative.

11. **Nonconforming Material:** Renaissance Network Reinvent must be notified of nonconforming material in advance of shipment for adequate review and disposition of said product. All such material must be adequately identified and segregated so as to preclude its use. Final disposition/disposal shall be at Renaissance Network Reinvent unless otherwise indicated.

12. **Confidential Information:** All supplies, blueprints, sketches and other technical information furnished by Renaissance Network Reinvent shall be deemed confidential information of Renaissance Network Reinvent. Such information shall not be reproduced, given to or disclosed to any third party without Renaissance Network Reinvent express written consent.

13. **Flow-down of requirements:** Renaissance Network Reinvent requires that you adhere to any/all customer requirements flowed on the PO, drawing, or by other means, including any supplier quality manuals and/or related clauses, and to assure that you have the current revision of said documents. Additionally, as applicable, Renaissance Network Reinvent requires that you flow down all requirements to all interested parties internally and to any sub-tier suppliers performing work on this order.