

- 1 **Partial shipments:** Supplier shall verify with Orbit Advanced Technologies, Inc. (OATI) that partial shipments are acceptable
- 2 **Shipping insurance:** Vendor shall not prepay and add additional transit insurance without prior approval of OATI. If the value of the shipment the suppliers insurance transit insurance, the supplier must contact OATI for instructions before shipping.
- 3 **Receiving hours:** OATI receiving hours are 8:00 AM to 4:30 PM Monday through Friday. Any other times must be arranged with OATI in advance.
- 4 **Packing:** The supplier shall use best commercial practices for packing any shipments to OATI.
- 5 **Packing materials:** The supplier shall use all new packing materials.
- 6 **Package marking:** Any packaging sent to OATI shall have, as a minimum, our company name, OATI, and the OATI Purchase Order Number.
- 7 **Packing list:** The supplier shall include the OATI purchase order number, each item model number and description.
- 8 **Quality assurance:** The vendor shall maintain a quality program sufficient to manufacture all items on OATI purchase order such that each item meets 1) OATI specification 2) the suppliers specification, 3) industry standard for that item.
- 9 **Certificate of Conformance:** OATI requires a Certificate of Conformance for the product that contains the OATI purchase order number, the model and serial number of the item, and the signature and date of the person responsible for quality management.
- 10 **Test procedure:** OATI requires the supplier to provide the test procedure with which the deliverable item will be tested by the supplier. The supplier shall retain all manufacturing and test data for 5 years.
- 11 **Test data:** OATI requires the supplier to provide the test data from the deliverable item to be sent to OATI. The supplier shall retain all manufacturing and test data for 5 years.
- 12 **Changes to PO:** This purchase order shall not be changed except in writing from OATI purchasing.
- 13 **Government furnished equipment (GFE) or OATI furnished equipment**
The supplier shall maintain and protect any furnished equipment with the same care as the suppliers' own equipment. The supplier shall safeguard and return in good condition
- 14 **Non-conforming materials:** The supplier shall notify OATI of any non-confirming materials as soon as it becomes known. OATI shall determine if the non-conformance Approval from OATI must be given before any non-confirming material is shipped to OATI.
- 15 **All new materials:** The supplier shall use all new materials, made for the intended use of the product.
- 16 **Questions about quality:** If the supplier has any questions regarding any quality issue, the supplier shall contact Orbit Advanced Technologies, Inc.
- 17 **Counterfeit Parts** shall mean a part, component, module, or assembly whose origin, material, source of manufacture, performance, or characteristics are misrepresented. This term includes, but is not limited to, (A) parts that have been (re)marked to disguise them or falsely represent the identity of the manufacturer, (B) defective parts and/or surplus material scrapped by the original manufacturer, and (C) previously used parts pulled or reclaimed and provided as "new".

- (ii) As used herein, “authentic” shall mean (A) genuine; (B) from the legitimate source claimed or implied by the marking and design of the product offered; and (C) manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the material.
- (iii) “Independent Distributor” shall mean a person, business, or firm that is neither authorized nor franchised by an Original Component Manufacturer (“OCM”) to sell or distribute the OCM’s products but which purports to sell, broker, and/or distribute such OCM products. Independent Distributors are also referred to as unfranchised distributors, unauthorized distributors, and/or brokers.
- (b) SELLER represents and warrants that only new and authentic materials are used in products required to be delivered to ORBIT/FR and that the Work delivered contains no Counterfeit Parts. No other material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by ORBIT/FR. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, SELLER shall only purchase authentic parts/components directly from the Original Equipment Manufacturers (“OEMs”)/OCMs or through the OEM’s/OCM’s authorized distribution chain. SELLER must make available to ORBIT/FR, at ORBIT/FR’ request, OEM/OCM documentation that authenticates traceability of the components to that applicable OEM/OCM. Purchase of parts/components from Independent Distributors is not authorized unless first approved in writing by ORBIT/FR Procurement Representative. SELLER must present complete and compelling support for its request and include in its request all actions to ensure the parts/components thus procured are legitimate parts. ORBIT/FR’S approval of SELLER request(s) does not relieve SELLER’s responsibility to comply with all Contract requirements, including the representations and warranties in this paragraph.
- (c) SELLER shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification and ORBIT/FR approval before parts/components are procured from sources other than OEMs/OCMs or through the OEM’s/OCM’s authorized distribution chain. SELLER shall provide copies of such documentation for its system for ORBIT/FR’ inspection upon ORBIT/FR’ request.
- (d) If the SELLER is providing electronic components/devices only, the following certification applies:

Certification of Origin of Product:

Acceptance of this Contract constitutes confirmation by the SELLER that it is either the Original Equipment Manufacturer (OEM), Original Component Manufacturer (OCM), or a franchised or authorized distributor of the OEM/OCM for the product herein procured. SELLER further warrants that OEM/OCM acquisition documentation that authenticates traceability of the components to that applicable OEM is available upon request. If the SELLER is not the OEM/OCM or a franchised or authorized distributor, the SELLER confirms by acceptance of this Contract that each product supplied to ORBIT/FR has been procured from the OEM/OCM or a franchised or authorized distributor of the OEM/OCM. The supplier further warrants that OEM/OCM acquisition traceability documentation is accurate and available to ORBIT/FR upon ORBIT/FR’ request.

- (e) SELLER shall flow the requirements of this paragraph to its subcontractors and suppliers at any tier for the performance of this Contract.