Rev. 20261120
Standard Terms and Conditions – COTS ITEM Purchase Orders <$50,000
Doc. 1020-1001-1011

ARTICLE 1: PURPOSE, SCOPE & DEFINITIONS

1.1 The Purpose of this document is to enumerate the requirements for Vendors who provide products and/or services to NuWaves in support of NuWaves' internal/external customers. These requirements apply to all Orders issued by NuWaves.

By acceptance of this order, Vendor certifies that it or its principals are not excluded from participation in US Government procurement and/or sales programs. Further, during the performance period of this order, Vendor agrees to provide immediate notice to NuWaves representative (as identified in the Order) in the event of being suspended, debarred, or proposed for debarment by any Department or Federal Agency.

1.2 The Scope of this document is any order placed by NuWaves with Vendor with a value of less than $50,000 (US Dollars), including orders for COTS items or other method of purchasing such as online order placement. This is detailed in Article 2.

1.3 Definitions

COTS – (Commercial Off-The-Shelf) A product which is ready-made and available to the general public.
Order – Any Purchase Order, subcontract or similar issued to an external provider by NuWaves.
Vendor – Any external provider who performs a service or provides a product to NuWaves.

ARTICLE 2: ORDER ACCEPTANCE

Vendor understands that not all Orders will require acceptance of these terms, but that they are accepted by default by filling out the NuWaves Vendor Questionnaire as required. Submittal of that form implies acceptance. NuWaves will communicate any deviations or additions to these Standard Terms and Conditions at the time of Order, which will require Vendor to review and approve.

ARTICLE 3: ACCEPTANCE OF GOODS AND SERVICES

NuWaves reserves the right to inspect incoming goods and services provided by the Vendor in performance of this Order to ensure compliance with customer, regulatory, and statutory requirements. Accepting a delivery from a delivery service, carrier, freight forwarder, or similar does not constitute acceptance of goods or services.

If goods or services do not pass incoming inspection, Vendor will be contacted immediately to obtain resolution.

ARTICLE 4: INDEPENDENT CONTRACTOR

The Parties agree that in all matters relating to this Order, they shall be acting as independent contractors and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Order. The Parties shall have no right, power or authority to create any obligation, expressed or implied, on behalf of the other or the Government and shall have no authority to represent the other as its agent.

ARTICLE 5: LIMITATION OF FUNDING

No charges are authorized that exceed the stated funding, unless the Vendor receives written modification from

NuWaves.

ARTICLE 6: PACKAGING AND SHIPPING

Industry-standard packaging and shipping methods should be utilized to reduce the risk of damage in transit. The Order will include the shipping carrier and method. Any requirements specific to an order will be included in an addendum to this document.

Electrostatic Sensitive Devices shall be packaged in accordance with the current revision of MIL-STD-1686 and labeled in accordance with MIL-STD/HDBK-129.

ARTICLE 7: QUALITY OF PERFORMANCE

The vendor understands they are responsible for implementing and maintaining a Quality Management System (QMS). This can be accomplished by certification of a relevant governing body (e.g. ISO 9001) or by internal processes, given they are adequate to ensure customer requirements as well as regulatory/statutory compliance.

This includes the following requirements, which may be detailed in other parts of this document:

- Notifying NuWaves of nonconforming processes, products, or services and obtaining authorization for the distribution of the same, as applicable.
- Preventing the use of counterfeit material (Article 13).
- Notifying NuWaves of changes to processes, products, or services, which includes changes to their external providers or location of manufacturing operations and obtain approval, as applicable.
  - This includes changes to part numbers, nomenclature or other markings, as applicable.
- Flow down applicable requirements including regulatory, statutory and customer requirements to external providers down the supply chain.
- Vendor agrees to provide access to OASIS and/or Quality records as requested by NuWaves.
- Retain documentation in accordance with industry-standard retention practices.
- The right of NuWaves, our customer, and regulatory authorities to access applicable facilities areas at any level in the supply chain.
- If applicable, Vendor shall maintain a FOD (Foreign Object Damage) prevention system in compliance with AS/EN/SJAC 9146 or similar industry-recognized standard.
- Vendor and their supply chain are aware of:
  - Their impact on our end-Product/Service conformity
  - Their contribution to product safety.
  - The importance of ethical behavior including safe working conditions, compliance with all applicable laws and regulations.
- Quality of Goods
  - Unless accompanying documentation provides other direction, all circuit card assemblies must meet the workmanship standards of IPC-A-610, Class 2, as a minimum.
  - All ESD (Electrostatic Discharge) sensitive parts and assemblies must meet the standards required by ANSI/ESD S20.20-2021 when applicable.
  - Unless otherwise noted, a Certificate of Conformance is required for all items, certifying that the supplier has inspected and verified the authenticity of all items and that they meet all required specifications.
  - Supplier shall provide Material Certifications indicating the metallurgy of the raw stock used in fabricating finished items or as raw material and the country of origin. (Includes specialty metals referenced in 10 USC 4863)

ARTICLE 8: EQUAL EMPLOYMENT OPPORTUNITY

8.1 This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

8.2 This contractor and subcontractor shall abide by all provisions of Executive Order 13496 and all relevant rules,

regulations, and orders in regard to Executive Order 13496.

ARTICLE 9: TIMELY PERFORMANCE

9.1 The Vendor's timely performance is a critical element of this Order. Timely performance includes, but is not limited to, invoicing, travel, filling vacancies, and reporting.

9.2 If the Vendor becomes unable to complete the work at the times specified in the Order and under the terms and conditions of this Order because of technical difficulties notwithstanding the exercise of good faith and diligent efforts in the performance of the work called hereunder, the Subcontractor shall give NuWaves written notice of the anticipated delay and the reasons, therefore. Such notice and reasons shall be delivered immediately to NuWaves' Program Manager or designee after the Vendor knows of the conditions creating the anticipated delay. When notice is so required, to an extent practical, NuWaves will work with the Vendor toward an appropriate solution.

ARTICLE 10: RISK MANAGEMENT AND REPORTING

NuWaves is dedicated to reducing or eliminating quality, schedule, cost, and other risks for its customers, which includes risks associated with external providers. This responsibility flows down to Vendor to the extent that their products/services affect NuWaves' customer's requirements.

Part of NuWaves' risk management with external providers is reviewing data related to vendor performance, which includes a variety of factors. The main factors considered are listed below:

- Accounting/Billing Issues
- On-time Delivery
- Quality of products
- Communication

ARTICLE 11: CONTROL OF EXTERNAL PROVIDERS

Vendor understands that direct and sub-tier subcontractors/external providers are required to maintain the same level of quality, schedule, etc. as described in this document. The vendor is responsible for ensuring compliance with their supply chain.

ARTICLE 12: SUBMISSION OF INVOICES

Invoices shall be submitted via email to accounts.payable@nuwaves.com. Proper invoices include:

- Purchase Order number
- Amount due
- Due date
- Any other applicable information

Alternatively, invoices may be submitted to the address below, if emailed invoicing is not possible:

NuWaves RF Solutions
ATTN: Accounts Payable
132 Edison Drive
Middletown, OH 45044

ARTICLE 13: COUNTERFEIT MATERIAL PREVENTION (APPLICABLE TO PURCHASES OF ELECTRONIC PARTS AND RAW MATERIAL)

A. For purposes of this Article, the term "electronic part" means an integrated circuit, a discrete electronic component (including, but not limited to, a transistor, capacitor, resistor, or diode) or a circuit assembly and includes any embedded software or firmware. The term "counterfeit electronic part" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an

authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. For purposes of this Article 17, the term "counterfeit electronic part" also means an electronic part for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the electronic part is authentic.

B. For the purposes of this Article, the term "raw material" means items such as aluminum, brass, copper, etc. either sold directly to NuWaves or incorporated into the end product. The vendor is responsible for providing material certifications indicating the metallurgy of the raw stock used in fabricating finished items and the country of origin for such material.

C. For electronic parts, vendor shall only purchase electronic parts to be delivered or incorporated in the goods to NuWaves directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM) or through an OCM/OEM authorized distribution chain. Vendor shall not acquire any electronic parts from independent distributors or brokers without the NuWaves' prior written approval. Vendor shall promptly notify NuWaves in writing with all relevant information if Vendor becomes aware or suspects that it has furnished any counterfeit electronic parts under the Order. When requested by NuWaves, the Vendor shall provide all relevant OCM/OEM documentation that authenticates the traceability of the affected items to the applicable OCM/OEM.

D. Seller shall plan, implement and control processes appropriate to the organization and the products for the prevention of Counterfeit or Suspect Counterfeit Part use and their inclusion in Goods. Seller's Counterfeit Parts prevention processes shall address the following:

i. Training of appropriate persons in the awareness and prevention of Counterfeit Parts, including receiving inspectors.

ii. Application of a parts obsolescence monitoring program.

iii. Controls for acquiring externally provided product from original or authorized manufacturers, authorized distributors, or other approved sources.

iv. Requirements for assuring traceability of parts and components to their original or authorized manufacturers.

v. Verification and test methodologies to detect counterfeit parts.

vi. Monitoring counterfeit parts reporting from external sources.

vii. Quarantine and reporting of suspect or detected counterfeit parts, including preventing reentry into the supply chain.

viii. Procurement practices and internal processes used for exceptions to buy from OEM or OEM franchised distributors including a process to qualify/certify non-OEM parts & materials obtained

ix. Requirements to monitor supply including delivery of test results from random sampling and supply chain surveillance that does not assume any source is safe to identify possible penetration of OEM supply chain

x. Notification procedure that ensures suspect counterfeit parts are properly segregated, reported, stored. Once deemed counterfeit, parts must be destroyed following any legal or law enforcement involvement.

E. If Seller provides Electronic, Electrical or Electromechanical (EEE) parts or assemblies containing EEE parts, Seller shall implement a counterfeit electronic parts detection and avoidance system compliant with the requirements of SAE standard AS5553. If Seller provides raw material, Seller shall implement counterfeit controls in accordance with SAE standard AS6174. If Seller is a distributor of EEE parts or assemblies, Seller shall implement controls in accordance with SAE standard AS6496.

F. This Article applies in addition to any quality provision, specification, statement of work or other provision included in or incorporated into this Order addressing the authenticity of material to be provided. To the extent any such provisions conflict with this Article, this Article prevails.

G. If any counterfeit materials are delivered or incorporated in the goods under this Order, Vendor shall, at its

expense, promptly (no later than 30 days from discovery) replace such counterfeit material with material conforming to the requirements of the Purchase Order. Notwithstanding any other provisions in this Order, the Vendor shall be liable for all costs relating to or associated with such counterfeit material including, without limitation, NuWaves' costs of removing any counterfeit material, of installing replacement material and of any testing necessitated by the reinstallation of material after the counterfeit materials have been replaced. The remedies contained in this Article are in addition to any remedies available to NuWaves at law, in equity or under any other provision of this Order. For confirmed Counterfeit Parts or Suspect Counterfeit Parts, GIDEP notification shall also be made no later than sixty (60) days after discovery.

H. Authorized distributors are required to disclose if they are not authorized for the EEE parts that are being supplied. Exclusive suppliers (i.e., third-party suppliers and/or brokers) are required to disclosed if they cannot supply EEE parts they acquire directly from Authorized Sources.

I. Vendor shall include this Article or an equivalent provision in any purchase orders or lower-tier subcontracts for the delivery of material that will be included in or incorporated in the goods provided to NuWaves hereunder.

ARTICLE 14: DISPUTES

If any dispute arises under this Agreement that is not settled promptly in the ordinary course of business, the parties shall seek to resolve such dispute between them first by negotiating promptly with each other in good faith. These negotiations shall commence upon the written request of either party and shall be conducted, in accordance with cooperative dispute resolution procedures approved by a Senior Vice President (or equivalent) of each party. If the parties are unable to resolve the dispute between them within ten (10) business days (or such period as the parties shall otherwise agree) through these negotiations, the parties can consider other Alternative Dispute Resolution (ADR) forums or be free to pursue their rights at law or equity. Any action or suit arising under or related to this Order shall be brought exclusively in the state or federal courts sitting in the State of Ohio.

ARTICLE 15: WAIVER OF RIGHT TO JURY TRIAL

NuWaves and vendor hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or hearing brought by party on any matter whatsoever arising under, relating to, or in any way connected with this Order, the relationship of the parties or any claim of injury or damage, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect.

ARTICLE 16: SUCCESSORS OF PARTIES

This Order is binding on the parties and their respective legal representatives, trustees, successors and assigns.

ARTICLE 17: SUBCONTRACTING AND ASSIGNMENT

17.1 This Purchase Order may not be assigned or otherwise transferred by either party in whole or in part without the express prior written consent of the other party. Any assignment of the contract rights or delegations of duties hereunder shall be void, unless prior written consent is given by the non-assigning party which consent shall not be unreasonably withheld. Notwithstanding the foregoing, in the event of a sale of all or substantially all of the assets of a party, that party may assign this Agreement upon subsequent notice to the other party. This Order shall be binding on and inure to the benefit of both parties' successors and permitted assigns.

17.2 Vendor is required to obtain written approval from NuWaves prior to subcontracting any work in support of this Order.

ARTICLE 18: COMMUNICATION

Frequent and effective communication between Vendor and NuWaves is critical to ensure on-time delivery, defect-free products/services, and meeting customer requirements. Both parties understand this and will communicate relevant information in a timely, efficient manner to stakeholders.

ARTICLE 19: INDEMNIFICATION

29.1 Vendor shall indemnify and hold harmless NuWaves (i.e. its officers, owners, directors, trustees, employees and its suppliers) and the Government from any and all damages, costs, including legal fees, losses and liabilities resulting from a suit or proceeding for infringement of any patent, trademark or copyright by reason of the sale or use of any product sold to NuWaves hereunder, and from reasonable expenses incurred by NuWaves in defense of such suit or proceeding.

29.2 Vendor will indemnify and save harmless NuWaves (i.e. its officers, owners, directors, trustees, employees and its suppliers) and the Government from and against all liability, demands, claims, losses, costs, damages and expenses by reason or on account of property damage, death and personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with the performance of this Order which is occasioned by the actions or omissions of Vendor or its suppliers.

ARTICLE 20: APPLICABLE STATE LAW

20.1 This Order shall be construed in accordance with and governed by the laws of the State of Ohio, excluding choice of law rules. Any suit hereunder shall be brought to the courts of Ohio.

20.2 In performing any activities reasonably related to this Order, both parties shall comply with all applicable provisions of federal, state, and local laws, rules, executive subcontracts, and regulations in effect at the time of such activities.

20.3 If any of the provisions or portions thereof this Order are held to be invalid by a court of competent jurisdiction under any applicable statute or rule of law, they are to that extent to be deemed omitted without affecting the validity of the remaining provisions of the Order.

20.4 The titles of the clauses in this Order, including all Attachments thereto, shall be read as references only and shall not be read as affecting, contradicting, negating, or explaining the meaning or interpretation of this Order.

ARTICLE 21: RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Order or the subject matter hereof, will be made by Vendor without the prior written approval of NuWaves.

ARTICLE 22: SURVIVABILITY

If this Order expires, is completed, or is terminated, VENDOR shall not be relieved of those obligations contained in the following provisions:

Disputes/Waiver of Jury Trial (Articles 14 & 15)

Indemnification (Article 19)

Applicable State Law (Article 20)

ARTICLE 23: ENTIRE AGREEMENT/SUPERSEDING EFFECT

Upon acceptance of this order, the Vendor agrees that the provisions under this Agreement shall constitute the entire Agreement between the Parties hereto and supersede all prior Agreements whether written or oral relating to the subject matter hereof. This Order may not be modified or terminated orally, and no modification or any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification or waiver is sought to be enforced.

ARTICLE 24: NONWAIVER OF RIGHTS

Any failure at any time of NuWaves to enforce any provision of this Order shall not constitute a waiver of such provision or prejudice the right of Prime Contractor to enforce such provision at any subsequent time.

ARTICLE 25: LIMITATION OF LIABILITY

NuWaves' aggregate liability, in any Vendor claim, shall not, under any circumstance, exceed the payment, if any, received by NuWaves for the Services furnished or to be furnished which is subject of the claim or dispute. In no event, shall NuWaves be responsible for incidental or consequential damages, however caused.

ARTICLE 26: RECIPROCAL WAIVER OF CLAIMS – QUALIFIED ANTI-TERRORISM TECHNOLOGY

26.1 This Contract may involve manufacture, sale, use, or operation of qualified anti-terrorism technologies. You are a contractor, subcontractor, supplier, vendor, customer, or contractor and subcontractor of a customer of such

technologies. As such, pursuant to 6 U.S.C. §443(b) of the SAFETY Act and 6 C.F.R. §25.5(e), you shall be responsible for losses, including business interruption losses, that you sustain (and for losses that your employees sustain) resulting from an activity resulting from an act of terrorism when the qualified anti-terrorism technologies have been deployed in defense against or response to or recovery from such act of terrorism.

26.2 Qualified anti-terrorism technology," "act of terrorism," and "loss" are defined in 6 U.S.C. §444.

26.3 Include the substance of this clause, including this paragraph (c), in all Contracts, purchase orders (PO), or Subcontracts or POs with a contractor, subcontractor, supplier, vendor, customer, or contractor and subcontractor of a customer. In accordance with FAR 50.205-1 (Safety Act Considerations 2007), the U.S. Government is not a "customer" from which a contractor must request a reciprocal waiver of claims.

ARTICLE 27: TERMINATION FOR CONVENIENCE

NuWaves reserves the right to cancel this Purchase Order, in whole or in part, at any time and for any reason, without liability for any goods not yet delivered or services not yet performed. The Buyer shall only be responsible for payment of goods received and accepted prior to the effective date of cancellation.

ARTICLE 28: PRIME CONTRACT CLAUSES

Because NuWaves primarily deals with government-funded contracts, several clauses (listed below) related to the Federal Acquisition Regulations (FAR) as well as the Defense FAR Supplement (DFARS) are hereby incorporated by reference for all orders issued by NuWaves. Vendor shall insert these provisions into lower-tier subcontracts either verbatim or by reference.

Clauses in this document may not be applicable to specific orders due to the type of order, dollar thresholds, etc. Clauses not applicable for these reasons shall not be removed from this document and will be considered by all parties to be without force and effect.

27.1 All Purchase Orders

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (only applies when the order is for "covered telecommunications equipment")
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-50	Combating Trafficking in Persons (include Alternate I if it is included in the prime contract)
52.222-90	Addressing DEI Discrimination by Federal Contractors
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.240-93	Basic Safeguarding of Covered Contractor Information
52.244-6	Subcontracts for Commercial Items
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements
252.204-7020	NIST SP 800-171 DoD Assessment Requirements
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7007	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (applies if Seller is supplying items on the U.S. Munitions list)
252.225-7056	Prohibition Regarding Business Operation with the Maduro Regime
252.225-7060	Prohibition on Certain Procurements from the Xinjian Uyghur Autonomous Region

252.225-7064	Restriction on Acquisition of Certain Satellite Components
252.227-7037	Validation of Restrictive Markings on Technical Data (no substitutions for "Government" or "Contracting Officer" are made)
252.244-7000	Subcontracts for Commercial Items
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System (applies to Orders for electronic parts or assemblies containing electronic parts)
252.246-7008	Sources of Electronic Parts (applies to Orders for electronic parts or assemblies containing electronic parts, including for commercial items, unless the Seller is the original manufacturer)

27.2 Orders over $10,000 Shall Also Include the Following:

52.222-40	Notification of Employee Rights Under the National Labor Relations Act (applies only if the work under the Order will be performed in the US)

27.3 Orders Over $15,000 Shall Also Include the Following:

52.222-20	Contracts for Materials, Supplies, Articles and Equipment
52.222-36	Equal Opportunity for Workers with Disabilities

27.4 Orders Of $30,000 Or More Shall Also Include the Following:

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (subparagraph (d)(2) does not apply)

ARTICLE 29: RECORD RETENTION

Vendor and Vendor's Subcontractors shall maintain records, documented information, that demonstrate conformance to requirements and shall make such records available on a timely basis to NuWaves, NuWaves' Customers or Regulatory Agencies, upon request.

Records shall remain legible, readily available, and retrievable for a Period of 10 years after the final payment of that line item unless extended record retention requirements are specified elsewhere in this contract or attachments (e.g. Flight Safety / Critical Item drawings, specifications, Customer Contract requirements). NuWaves may request delivery of such records at no additional cost.