east/west
MANUFACTURING ENTERPRISES

1974 Steam Way
Round Rock, TX 78665

TERMS AND CONDITIONS FOR PURCHASE ORDERS

Rev. F: 7/29/2026

Supplier agrees that the following Terms and Conditions and the applicable Quality Clauses for suppliers are incorporated into and govern all Purchase Orders between Supplier and East/West Manufacturing Enterprises (EWME).

Supplier represents and warrants that:

a. For all Purchase Orders, no line item specifications can be changed without prior approval;

b. Regarding Purchase Orders for electronic component vendors, date codes older than five (5) years from the order date will not be accepted without prior approval;

c. The products and services, and the production and sale thereof, and all warranties, guarantees and representations by Supplier made or authorized to be made in connection therewith are in all respects in compliance with all applicable international (including applicable import and export regulations), federal, state and local laws, rules and regulations;

d. The goods are fit for the use intended, neither the products and/or services, nor their sale or use, will infringe upon any patents, trademarks, copyrights, trade secrets or similar intellectual property rights of any third party;

e. Unless otherwise specified in the Purchase Order, the goods are new and not used or reconditioned, EWME will not accept any parts with ANY alterations to the part markings;

f. Supplier will notify EWME of nonconforming product and obtain approval for disposition from EWME;

g. Supplier will flow down applicable requirements to their direct and sub-tier suppliers and apply appropriate controls to ensure that requirements are met;

h. Supplier must notify EWME of any unavoidable delivery failures within 3 days prior to the expected delivery date; if not, supplier will receive a nonconformance record (NCR) or corrective action request (CAR), at EWME's discretion, for failure to notify.

i. Supplier will ensure that employees at all levels in their organization are aware of their contribution to product conformity and safety and the importance of ethical behavior; furthermore, Supplier must maintain an environment, health and safety management system appropriate for its business throughout the performance of the applicable contract.

j. Supplier will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under the Purchase Order;

k. Supplier will allow EWME, regulatory authorities, and EWME customers right of entry to the applicable areas of facilities and access to applicable documented information, at any level of the supply chain;

l. As appropriate to the product, Supplier will plan, implement, and control processes for the prevention of counterfeit or suspect counterfeit part use and their inclusion in products delivered to EWME.

m. The products and services covered under the Purchase Order are of good and merchantable quality and free from defects in design, material and workmanship, are safe and conform to applicable specifications, drawings, samples, descriptions and associated documentation provided to in writing;

n. Supplier owns all rights, title and interests in the products and services and has the legal authority to sell, license or otherwise transfer the right to use or sell such items to EWME;

o. The supplier will not utilize involuntary labor and will flow down this requirement to its suppliers throughout the supply chain to maintain a supply chain free of human trafficking.

p. Supplier shall maintain current AS9100 and/or ISO 9001 certification, and current ISO 13485 certification where applicable to the product supplied, issued by an accredited certification body. Supplier shall notify EWME in writing within five (5) business days of any suspension, withdrawal, or downgrade of such certification;

q. Supplier shall notify EWME in writing and obtain EWME's written approval prior to implementing any change in manufacturing location, process, sub-tier supplier, or material that may affect the form, fit, function, reliability, or regulatory compliance of product supplied under this Purchase Order;

r. Supplier shall immediately notify EWME of any regulatory inspection finding, warning letter, or enforcement action by a regulatory authority (e.g., FDA, Notified Body) that could affect the conformity of product supplied to EWME, where the product is subject to medical device regulation;

s. Supplier shall immediately notify EWME of any customer complaint, field issue, or potential adverse event associated with product delivered under this Purchase Order, where the product is subject to medical device regulation.

This document is controlled electronically on EWME servers. Any other copies are for reference only.

The Purchase Order, Quality Clauses and the subject matter of this Terms and Conditions agreement constitute the entire agreement and understanding regarding these items between the parties, and EWME shall not be bound by any other similar terms, including, without limitation, any terms that may be contained in any acknowledgement, contract, proposals, invoice form, Supplier's website or correspondence, or other act of Supplier and notwithstanding EWME purchasing department's act of accepting or paying for any shipment or similar act of EWME purchasing department.

Direct all invoices to EWME Accounts Payable at accounting@ewme.com

QUALITY CLAUSES

Clause 1 Certificate of Conformance

A Certificate of Conformance is required for all product provided to East/West Manufacturing Enterprises and must include the following information: Supplier name and address; part number and PO number; Traceability/Lot information, and a statement that product conforms to all requirements.

Clause 2 Material Requirements

Raw Material certifications are required for every raw material component and must include the following information: material type, size and shape; material specifications; traceability to the mill heat/lot and country of origin.

Material substitutions are not permitted without authorization from East/West Manufacturing Enterprises.

Clause 3 IPC Requirements

All services manufacturing or providing electronics or electronic components must adhere to the relevant and current IPC standards unless otherwise stated (e.g., IPC-A-610, IPC-A-620, IPC-A-600).

Clause 4 First Article Inspection

Supplier shall perform a First Article Inspection (FAI) in accordance with AS9102 for new part numbers, revision changes, changes in manufacturing location or process, and any lapse in production of twelve (12) months or more. FAI reports shall be submitted to EWME prior to or with the first production shipment.

Clause 5 ESD and Moisture Sensitive Device Handling

Supplier shall handle, package, and store all electrostatic discharge sensitive (ESDS) devices in accordance with ANSI/ESD S20.20. Supplier shall handle, package, and label all moisture sensitive devices (MSDs) in accordance with IPC/JEDEC J-STD-033, including moisture sensitivity level (MSL) and floor life on all packaging.

Clause 6 Inspection Results

In any circumstance where the contract or purchase includes testing or validation, a certificate or record of the test being performed with product information, lot information, test results, and the date the test was performed must be provided to East/West with the shipment. Inspections must include those required for adherence to IPC or other communicated standards. Inspection equipment calibration certificates may be requested.

Clause 7 Hazard Communication and Safety Data Sheets

Chemical distributors are required to provide Safety Data Sheets. Chemical container labels must include a harmonized signal word if applicable, pictogram, and hazard statement for each hazard class and category. Precautionary statements must also be provided.

Clause 8 Limited Life Items

Materials or articles having characteristics susceptible to degradation with age shall be marked in a permanent manner to indicate the manufacturer's batch number and the shelf life or expiration date. Supplier shall ensure remaining shelf life at time of delivery is sufficient for EWME's intended use and shall not ship limited-life items with less than the remaining shelf life specified on the Purchase Order or applicable drawing.

Clause 9 Document Retention

Supplier shall retain quality records, including inspection data, test reports, Certificates of Conformance, traceability records, First Article Inspection reports, and, where applicable, Device History Record documentation, for a minimum of ten (10) years after work completion, or per the applicable customer

contract flow-down or regulatory requirement, whichever is longer. Proprietary information belonging to EWME or its customers shall not be destroyed without EWME's prior written authorization.

Clause 10 Calibration Services Retention

Calibration shall be performed with traceability to NIST, International standards or NIST accepted intrinsic standards of measurement. A minimum Test Uncertainty Ratio (TUR) of 4:1 shall be used. Calibrations and acceptance criteria shall be per lab's internal procedures and also comply with ANSI/NCSL Z540.3-2006 and ISO/IEC 17025:2017.

Clause 11 Special Process Certification

Special processes including soldering, conformal coating, staking, potting, and plating shall be performed only by sources holding current Nadcap certification or EWME-approved equivalent certification, where required by the applicable drawing, specification, or Purchase Order.

Clause 12 Counterfeit Parts Prevention

Supplier shall maintain a counterfeit parts prevention process consistent with AS6081/AS5553 and shall procure electronic components only from Original Component Manufacturers (OCMs), OCM-authorized distributors, or EWME-approved sources. Supplier shall flow this requirement down to all sub-tier suppliers and brokers and shall notify EWME immediately upon suspicion or discovery of counterfeit or suspect counterfeit parts.

Clause 13 Environmental Compliance

Where applicable to the product supplied, Supplier shall ensure compliance with RoHS (Directive 2011/65/EU, as amended) and REACH (Regulation (EC) No 1907/2006) and shall provide certificates of compliance or declarations upon request.

Clause 14 Delegated Verification Authority

Where EWME has granted Supplier delegated verification authority for specified inspection, test, or release activities, Supplier shall perform such activities only within the scope of delegation defined by EWME and shall maintain objective evidence of conformance for each such activity. Supplier shall immediately notify EWME of any change in personnel, equipment, process, or facility that could affect the basis on which delegation was granted. Delegated verification authority does not relieve Supplier of responsibility for the conformance of product supplied, and EWME reserves the right to suspend or revoke delegation at any time.

ISO 13485 SUPPLEMENT — APPLICABLE ONLY TO PRODUCT SUBJECT TO MEDICAL DEVICE REGULATION

The following clauses apply only where the Purchase Order specifically invokes this Supplement or where the product supplied is intended for use in a medical device subject to FDA 21 CFR 820, EU MDR, or equivalent regulation.

Clause 15 Regulatory Notification

Supplier shall immediately notify EWME in writing of any regulatory inspection, finding, warning letter, or enforcement action by FDA, a Notified Body, or other regulatory authority that could affect the conformity, safety, or regulatory status of product supplied to EWME.

Clause 16 Risk Management Flow-Down

Where Supplier participates in design, process development, or other activities that could affect product risk controls, Supplier shall operate consistent with ISO 14971 risk management principles and shall implement any risk control measures communicated by EWME.

Clause 17 Unique Device Identification and Labeling

Where applicable, Supplier shall apply Unique Device Identification (UDI) markings in accordance with 21 CFR Part 830 or EU MDR labeling requirements, and shall maintain lot, date, and serial traceability in the format specified by EWME.

Clause 18 Complaint and Adverse Event Notification

Supplier shall immediately notify EWME of any customer complaint, field issue, or potential adverse event associated with product delivered under this Purchase Order, to support EWME's complaint handling and, where applicable, medical device reporting obligations.

Clause 19 Device History Record Support

Supplier shall provide, upon request, all records necessary for EWME to compile the Device History Record (DHR) for product supplied, including process records, inspection results, and traceability data, distinct from and in addition to the Certificate of Conformance required under Clause 1.

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