



## **Purchase Order Conditions**

Acceptance of any order from Millrite Machine shall constitute acceptance by the vendor and/or sub-contractor, hereafter referred to as “vendor” of our standard terms and conditions as furnished herein.

### **General Requirements**

Vendor shall reference our part number, revision and quantity on all documentation related to the shipment of deliverables to Millrite Machine, Inc. (i.e., packing slips, invoices, certificate of conformance, etc.). If required by our purchase order, certificates of conformance must be legible and signed by any authorized company representative and provided with the shipment. All deliverables shall be packaged, marked, and shipped appropriately using best commercial practices to ensure the deliverables are received undamaged and in acceptable condition.

Millrite Machine relies on its vendors to process orders and shipments efficiently to fulfil our customer commitments on time. Orders shipping beyond the original commitment date may require expedited shipping based on the impact to our schedule. Any expedited shipping costs incurred as the result of vendor delays will be the responsibility of the vendor.

### **Combatting Human Trafficking**

Millrite Machine is committed to complying with all U.S. Government laws, policies and regulations regarding human trafficking. Our employees and those of our vendors, hereafter referred to as “employees”, are prohibited from engaging in the use of forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery, procuring commercial sex acts, or trafficking of persons. All vendor subcontracts, in connection with any Millrite Machine Purchase Orders, are required to include an equivalent statement of the aforementioned, including this flow-down requirement.

### **Export Control Requirements**

All vendors shall comply with all United States of America (US) Export Control Laws, including but not limited to the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). Vendors shall control and restrict access to technical data, including any drawings, documents, services, or products, provided by Millrite Machine in connection with any Request for Quote or Purchase Order.

Vendor agrees that under no circumstances shall any non-U.S. person or non-U.S. entity, including those located within the United States of America, be provided access to the aforementioned technical data. Vendor shall immediately notify Millrite Machine if any violation in connection with this agreement has occurred and shall indemnify Millrite Machine for all liabilities, penalties, losses, damages, costs, or expenses that may be imposed on or incurred by Millrite Machine in connection with any such violations by the Vendor.



## **Purchase Order Conditions (Cont.)**

### **Cyber Security**

Millrite Machine, as a supplier within the U.S. Department of Defense (DOD) supply chain, is required to flow down the requirements of DFARS 252.204-7012 to all contractors and sub-suppliers. All vendors doing business with Millrite Machine fall within this same supply chain and are obligated to flow down these same requirements, including to commercial items suppliers. The DFARS clause mandates the safeguarding of Covered Defense Information (CUI) that is “collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract” as well as cyber incident reporting. In addition to the protection of CUI, the DFARS clause mandates that companies meet the requirements in National Institute of Technology (NIST) Special Publication (SP) 800-171 for “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations,” including prompt reporting in the event of a cyber-security event. Vendors agree to comply with these obligations.

### **Conflict Minerals**

Vendor warrants that any and all deliverables provided to Millrite Machine, in fulfillment of a purchase order either written or verbal, will at no time contain any “conflict minerals,” as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. Conflict minerals include, without limitation, columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives, or any other mineral or its derivatives (collectively known as “3TG”), determined by the U.S. Secretary of State to be financing conflict in the Democratic Republic of the Congo (DRC) sourced from the DRC or adjoining countries.

Any and all “3TG” shall be sourced from validated Smelters. All traceability records/certifications shall be provided to Millrite Machine with the shipment of any deliverable containing such material.

### **Customer Right-of Access**

Not to violate the aforementioned, Vendor agrees to provide access to their facilities at all reasonable times to Millrite Machine, their authorized Customer representatives and any Regulatory Authorities as deemed necessary. Vendor agrees to include, and require its subcontractors to include, the substance of this provision in each of its subcontracts made under this Purchase Order.

### **Quality Management and Material Traceability**

Vendor agrees to maintain a quality management system that meets an industry recognized quality standard. Vendor shall furnish only new and authentic parts, traceable to the original manufacturer, in performance of the Purchase Order. Upon request, vendor shall provide authenticity and traceability records to Millrite Machine.



## **Purchase Order Conditions (Cont.)**

### **Equal Opportunity**

Millrite Machine is an equal opportunity employer. All vendors are expected to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law.

It is Millrite Machine's policy to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status, or any other classification protected by applicable local, state, or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline, and termination. Moreover, in compliance with the Americans with Disabilities Act (ADA), Millrite Machine provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law.

### **Code of Ethics**

Millrite Machine is committed to conducting business honestly and ethically and we expect our vendors to do the same. We constantly look to improve the quality of our work and operations. We will not compromise our reputation for being honest, fair, respectful, and trustworthy for an advantage over our peers or competitors. We are all expected to adhere to high standards of personal integrity and accountability and each of us contribute to the overall ethical performance of the company.

Our employees and those of our vendors, hereafter referred to as "employees", must avoid potential or apparent conflicts of interest between themselves and Millrite Machine, its clients, or vendors. Employees shall not use company contacts in an attempt to benefit their private business or personal interests. We should all strive to maintain a healthy work-life balance and never allow our personal lives to interfere with our ability to do our jobs safely and with high quality.

Bribes, kickbacks or other similar remuneration or consideration is strictly prohibited and shall not be given to any person or organization in an attempt to influence business activity. Employees shall avoid providing or accepting gifts, gratuities, fees, bonuses, or excessive entertainment as doing so could be considered a bribe or kickback.



### **Purchase Order Conditions (Cont.)**

Employees shall seek to report all information accurately and honestly, and as otherwise required by applicable reporting requirements. All will refrain from gathering competitor intelligence by illegitimate means and refrain from acting on knowledge gathered in such a manner. Employees will seek to avoid exaggerating or disparaging comparisons of the services and competence of their competitors.

Employees agree to report all unethical, dishonest, fraudulent, and illegal behavior, or the violation of company policies and procedures to Millrite Machine, Inc.