



# Supplier Terms and Conditions

PL-PRC-001  
Revision C

**Approvals**

<b>Title</b>	<b>Name</b>	<b>Signature</b>	<b>Date</b>
Manager of Quality	Vera Chuang	<i>Vera Chuang</i>	02 / 26 / 2024
Supply Chain Manager	Israel Powell	<i>Israel V. Powell</i>	02 / 28 / 2024

**Revision History**

<b>Revision</b>	<b>Date</b>	<b>Description</b>	<b>Author</b>
A	14-JAN-2022	Initial Release	Vera Chuang
B	02-NOV-2023	Added “EO Contract Clause by Reference Only”	Vera Chuang
C	28-FEB-2024	Updated CesiumAstro logo	Vera Chuang

## TERMS AND CONDITIONS

By accepting this PO the Supplier agrees to all terms and conditions listed here.

1. All applicable certificates shall be sent with each shipment.
2. Only new and authentic materials are to be used in products delivered to CesiumAstro. No counterfeit or suspect counterfeit parts are to be contained within the delivered product. Parts shall be purchased directly from the OCMs/OEMs or through the OCMs/OEMs Franchised Distributor. Documentation must be available that authenticates traceability to the applicable OCM/OEM.

Independent Distributors (Brokers) shall not be used. If suspect/counterfeit parts are furnished for this Source Control Drawing and found in any of the delivered goods, such items will be impounded by CesiumAstro. The Supplier shall promptly replace such suspect/counterfeit parts with parts acceptable to CesiumAstro and Supplier shall be liable for all costs relating to the removal and replacement of said parts.

3. Supplier acknowledges CesiumAstro's right of access to its facilities, product, and/or related quality records at any time, by CesiumAstro, its customer, or regulatory authorities in order to verify quality of products or work. Right of access may be limited to only those records and product applicable to CesiumAstro's products or contracts.
4. All purchasing requirements shall be flowed down to sub-tier suppliers or subcontractors.
5. Supplier shall notify CesiumAstro immediately of unexpected anomalies, nonconformances, changes in product and/or process, changes of suppliers, and/or changes of manufacturing facility location. CesiumAstro reserves the right to approve such changes or incidents before work is allowed to proceed.
6. Cesium will monitor and measure supplier performance using metrics including, but not limited to, on-time delivery, product conformance, and returns / recalls / damage.
7. Supplier acknowledges it shall apply suitable corrective action when presented with CesiumAstro complaints or nonconformance reports.
8. Supplier shall retain records pertaining to the manufacture, inspection and test of CesiumAstro's products for a minimum of seven (7) years.
9. Supplier is required to ensure the communication of Product Safety which is defined as: The state in which a product is able to perform to its designated or intended purpose without causing unacceptable risk of harm to persons or damage to property.

10. Suppliers are required to be aware of the importance of ethical behavior and ensuring ethical behavior practices.

11. EO Contract Clause by Reference Only

“This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 29 CFR part 471, appendix (a) - EO 13496, 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart 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.”