



PIONEER CIRCUITS PURCHASE ORDER TERMS AND CONDITIONS

1. **UPON ACCEPTANCE** this order becomes the exclusive agreement between Pioneer Circuits and the seller subject to the terms and conditions herein. Any of the following shall constitute sellers acceptance of this order. A) Acknowledgement of this order, B) Furnishing of any supplies under this order, C) Acceptance of any payment under this order. D) No change in, modification of, or revision to this order shall be valid unless in writing and accepted and signed by Pioneer Circuits Authorized Procurement Representative.
2. **SUPPLIER RESPONSIBILITIES-** It is the responsibility of the Supplier to review all quality requirements and to ensure compliance to the requirements specified on the PO or Terms & Conditions. It is the responsibility of the Supplier to contact the Pioneer buyer to resolve any conflicts between identified clauses on the PO or T&C and other referenced Pioneer documentation prior to initiating work.
3. **PACKAGING AND SHIPMENT--** Unless otherwise specified, all packing and packaging shall comply with best commercial practice and applicable carrier tariffs. Supplies shall be prepared for shipment and packaging to prevent damage or deterioration and to give optimum protection of supplies during shipment and in plant handling and storage. The packaging, labeling and shipment of all hazardous substances including dangerous materials, must conform with all applicable international, federal, and state laws and regulations. The price includes all charges for packing, packaging and for transportation to the F.O.B. point.
4. **DELIVERY** according to schedule is a major condition of this order. Seller shall not ship goods in advance of due date without Buyers authorization. If at any time it appears to seller that any delivery schedule can not be met, Seller shall notify Pioneer Circuits Purchasing as soon as possible as to the cause or causes and action taken to remove such causes, when purchased product will be delivered. The Seller shall make every effort to recover to the maximum extent possible to recover for any delay in meeting such schedule. Such reasonable action by the seller shall include but shall not be limited to shipment via expedited routing and carrier.
5. **QUALITY CONTROL AND INSPECTION -** A) Seller shall provide and maintain a Quality Control system acceptable to Pioneer Circuits. **Suppliers' inspection system must, as a minimum, meet the requirements of ISO 9001 or MIL-I-45208.** During performance of this order, Sellers Quality Control, Inspection System, and Manufacturing Processes are subject to review, verification and analysis by Pioneer Circuits, Pioneer Circuits Customer representatives, and government representatives. B) If Source Inspection is specified on the face of the purchase order seller shall notify Pioneer Circuits Buyer 72 hours in advance of when materials will be ready for inspection. C) Pioneer Circuits may require the seller to rework, replace or reimburse the purchase price of nonconforming materials. Cost of rework, replacement, inspection, transportation, and repackaging shall be at the seller's expense. D) The buyer's failure to inspect does not relieve Seller of any responsibility to perform to the terms of the purchase order. E) Right of Entry shall be allowed by Pioneer Circuits, Pioneer Circuits Customers, and Regulatory Agencies to determine and verify the quality of work, records, and materials at Seller's facility or Seller's subcontractor's facility as applicable. F) Certificate of Conformance, Test records as applicable shall be supplied with each shipment to buyer. Unless otherwise specified Seller shall maintain all records for a minimum of 10 years from date of shipment. As 9102 or First Article Inspection Reports shall be retained for 99 years. G) The seller shall notify Pioneer Circuits Purchasing and / or Quality Assurance Departments of any nonconformance products that have or will be shipped. Acceptance of nonconforming product will require written acceptance from Pioneer Circuits Purchasing and Quality Assurance Departments.
6. **EQUIPMENT CALIBRATION REQUIREMENTS-** Supplier shall maintain a documented calibration system for the calibration and maintenance of tools, jigs, ovens, equipment used in Screening/ESS operations, Inspection and Test equipment. The Supplier's calibration system shall be compliant to industry requirements in accordance with the Supplier's QMS, including without limitation ISO 17025, ISO 10012-1 and ANSI 2540.
7. **PROHIBITED MATERIALS (may not be present in any supplied material) :**
 - 7.1 RoHS specified materials listed below are not permitted- except as noted (*)
Cadmium
Mercury
Lead (Pb) --* EXCEPTION Lead is permitted for aerospace soldered materials / components:
Leaded (Sn / Pb) solder finishes must have a separate part number from parts with a lead-free (RoHS compliant) finish.
* Solderable components with tin-containing solder finishes shall be furnished with eutectic solder coating (Sn63Pb37 or Sn60Pb40) unless lead-free finishes / alternate materials are directly specified.



- Hexavalent chrome
 - Polybrominated Biphenyls (PBB)
 - Polybrominated Biphenyl Oxides (PBDE)
 - 7.2 Prohibited Substance: Pure tin (Sn) is not permitted. Tin must be supplied with a minimum of 3% alloying materials.
 - 7.3 Prohibited Substance: Zinc / Zinc plating http://nepp.nasa.gov/npsl/Prohibited/zinc_prohibition.htm
 - 7.4 REACH Substances of Very High Concern (SVHC) per current candidate list – Seller must identify and declare any SVHCs present in materials above the 0.1% w/w threshold.
Refer to http://echa.europa.eu/chem_data/authorisation_process/candidate_list_table_en.asp
 - 7.5 **Conflict Minerals** –The Seller shall select sources of supply and provide information as necessary to comply with the §1502 Conflict Minerals provision of the U. S. Dodd-Frank Wall Street Reform and Consumer Protection Act. (“§ 1502”) Pub. L. No. 111-203 § 1502. This includes but is not limited to the disclosure of smelters of 3TG Minerals (tantalum, tin, tungsten & gold) supplied to Pioneer Circuits.
8. **SPECIALITY METALS** -Supplied products or materials used in supplied items shall be per supplement DFARS 252.225-7009: [Restriction on Acquisition of Certain Articles Containing Specialty Metals] Compliance is required.
9. **Counterfeit Parts Prevention:** –Seller shall establish and maintain a Counterfeit Parts Prevention and Control Plan that meets the intent of AS5553 Counterfeit Electronic Parts, Avoidance, Detection, Mitigation, and Disposition. **Prohibition** - The seller shall ensure that only new and authentic materials are used in product to be delivered to Pioneer Circuits. The seller agrees and shall ensure that Counterfeit Parts are not contained in products delivered through the implementation of policies that include prevention methods to protect against the use of Counterfeit Parts. **Prevention** - The seller shall only purchase products, to be delivered or incorporated in an assembly to Pioneer, directly from the Original Component Manufacturer (OCM) /Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor. The seller shall maintain Original Component/Equipment Manufacturer (OEM) certificates for all Electronic, Electrical and Electromagnetic components and devices including those items in assemblies or subassemblies delivered as proof of this purchase order. OCM/OEM Certificates of Conformance shall be available upon request. **Notification** - In the event seller becomes aware or suspects that it has furnished Counterfeit Parts under this Purchase Order, the seller should promptly disclose such item(s) to the Buyer and replace such item(s) with item(s) acceptable to Buyer at no increase in price, cost or fee. **Remedies** - In the event that Products delivered under this Purchase Order are, or include, Counterfeit Parts, The seller shall promptly investigate, analyze and report in writing to the buyer. The parties shall agree upon the appropriate course of action. **Flow Down** - The seller shall flow the requirements of this provision to its sub- tier suppliers at any tier for the performance of this Purchase Order. **Assembly**- The assembly seller shall maintain a counterfeit prevention program and flow the requirements down to all their sub-tier suppliers to prevent the inadvertent use of counterfeit parts and materials.
- Compliance with these requirements are in no way to be interpreted as relieving the seller from their responsibility to assure that Counterfeit Parts are not contained in products delivered. Any deviations from this clause must be approved in advance, in writing, by Pioneer.
10. **ANTI HUMAN TRAFFICKING:** Suppliers shall not engage in human trafficking and must monitor their supply base to assure that their sub-tier suppliers do not engage in human trafficking. Ref: FAR/DFARS, United Kingdom Modern Slavery Act and California Civil Code for guidance [see DFAR SUBPART 222.17—COMBATING TRAFFICKING IN PERSONS and associated regulations].
11. **SOFTWARE CONTROL**- If Software is used to control the manufacture, inspection or test of supplied product, the supplier shall maintain a program for the positive control over the configuration status, validation, and program integrity of the software. This shall include, but not be limited to, the control of models, NC programs, test programs, inspection software, and software delivered in product.
12. **SHELF LIFE**- REQUIRES 70% USEABLE SHELF LIFE. If material is adversely affected by time, or storage conditions, the packaging and certification shall be marked with the expiration date and recommended storage conditions. Do not deliver material with less than 70% of the useful shelf life remaining.



Pioneer Circuits, Inc.

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- 13. **CHANGES** - The supplier shall not make any changes in product, processes, or materials (including physical changes or source of supply) without notifying Pioneer Circuits Purchasing in advance of such changes. Changes in senior management or facility location(s) shall also be reported at the earliest possible opportunity.
- 14. **PRODUCT OBSOLESCENCE**– Suppliers shall notify Pioneer Circuits Purchasing at least six months prior to any discontinuation of products or services.
- 15. **FLOW DOWN** - The Seller shall flow down all purchase order requirements to sub-tier suppliers as applicable.
- 16. **BUSINESS RECOVERY PLAN**- The supplier is requested to develop and maintain a Business Recovery Plan using NFPA 1600 as a model.
- 17. **FOREIGN OBJECT DEBRIS PREVENTION**- The supplier is required to develop and maintain a FOD prevention program using NAS 412 as a guide.
- 18. **COMPETENCE AND AWARENESS**- Companies providing a product or service under this purchase order or contract must ensure personnel awareness of their contribution to product or service conformity, product safety, and the importance of ethical behavior.
- 19. **DEFENSE PRIORITY AND ALLOCATION REQUIREMENT**- (applies to rated orders for national defense use) - When a government rating is specified on the face of the purchase order the seller is required to follow all the provisions of the Defense Priorities and allocations system regulation 15 CFR 700.
- 20. **FRAUD AND FALSIFICATION**- The recording of false, fictitious or fraudulent statements or entries on any document, report, certificate, or communication may be punishable as a felony under Federal Statute. All documents submitted to Pioneer Circuits Inc. shall contain accurate and true information, verifiable by supplier upon request.
- 21. **ITAR compliant Nondisclosure Agreement (NDA)** (Form ADM-05-FNDA) shall be executed and kept on file in the Purchasing Department. Any new suppliers need to be verified through (General Prohibitions 4-10 (736.2 (b) (4-10) for barred, banned, countries or organizations and respond to any “red flags” that might indicate an inappropriate transaction) and by the Empowered official/Export Administrator before Pioneer conducts business with them.

Signature constitutes acceptance of Pioneer Circuits Terms and Conditions on all Purchase Orders.

COMPANY NAME: _____ **DATE:** _____

PRINTED NAME: _____ **TITLE:** _____

SIGNATURE: _____