



16333 Raymer Street, Suite B
Van Nuys, CA 91406

www.eoninstrumentation.com
ISO 9001:2015 and AS9100D
818-781-2185

3800 Oceanic Drive, Suite 112
Oceanside, CA 92056

Purchase Order Terms and Conditions

GENERAL REQUIREMENTS: Unless otherwise specified in the purchase order, the following general requirements apply to the purchase.

1. **PROHIBITED PRACTICES:** Unauthorized repairs without Eon Instrumentation, Inc. approval, seller will not repair by welding, brazing soldering, adhesive or by any method any parts nonconforming, damaged, or found to be faulty during fabrication.
2. **CHANGE IN APPROVED PROCESS, MATERIALS OR PROCEDURES:** Seller will not change any process, material, or procedure without prior approval from Eon Instrumentation, Inc.
3. **UNAUTHORIZED SUBMITTAL OF PRODUCTION PARTS:** When the purchase order requires acceptance of a first article, Seller will not submit parts from a production run for inspection prior to Eon Instrumentation, Inc. acceptance of such first article, unless authorized by Eon Instrumentation, Inc. in writing.
4. **IMPROPER RESUBMITTAL:** Articles rejected by Eon Instrumentation, Inc. and subsequently resubmitted to Eon Instrumentation, Inc. will be clearly and properly identified as resubmitted articles. Seller's shipping document will contain a statement that articles are replacement or are reworked articles and will refer to Eon Instrumentation, Inc. rejection document.
5. **SUBTIERS:** The seller will not procure items or services from sub tiers unless such sub tier is approved in advance by Eon Instrumentation, Inc. in writing. The Seller is required to flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required. Seller requires supplier and sub-tier suppliers to keep process records on critical processes per applicable standards or customer requirements, as outline on Purchase Order.
6. **RESPONSIBILITY FOR CONFORMANCE:** Neither surveillance, inspection and/or tests made by Eon Instrumentation, Inc., or its representatives, at either the Seller's or Eon Instrumentation, Inc. facility will relieve the seller of the responsibility to furnish items which conform to the requirements of the Purchase Order.
7. **DOCUMENTATION:** Eon Instrumentation, Inc. may refuse to accept items delivered under the purchase order if the seller fails to submit the certification, documentation, test data, or reports as specified in the purchase order. Documentation includes source inspection record when source inspection is performed. Certificate of Conformance (C of C) document signed by an authorized individual stating that the delivered products meet all standard/regulatory requirements and are not counterfeit parts or purchased from a non-qualified vendor. C of C must include at a minimum: Supplier Name and address, PO number, Part Number, Revision and Quantity.



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8. **LOT SAMPLING:** The buyer reserves the right to use MIL-STD-105 or applicable inspection plan for the acceptance or rejection of supplies. Final acceptance is at Eon Instrumentation, Inc.
9. **CORRECTIVE ACTION REQUEST:** When a Quality problem exists, Eon Instrumentation, Inc. will request Corrective action from the seller. Such request requires timely responses and will include the following information: Analysis of the cause of the problem, statement of the action taken, and the effectiveness of the action.
10. **NONCONFORMING MATERIAL CONTROL:** The Seller will maintain an effective, documented system for control of nonconforming articles, which include identification, segregation, review, and processing of nonconforming articles. The seller will not accept nonconforming articles, other than the Seller's proprietary products; unless authority to conduct Material Review activities has been granted by Eon Instrumentation, Inc. Sellers of proprietary products will not conduct Material Review action or discrepancies that will result in a departure from the requirements of Eon Instrumentation, Inc. or customer specifications. Seller will submit non-conformances to Eon Instrumentation, Inc. Quality Manager within two (2) working days, by phone from the date of the discovery, and within even (7) working days by letter. The Seller is required to notify the buyer of all non-conforming products and make arrangement for the organization approval of Seller's nonconforming material. The Seller is required to notify the organization of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain organization approval.
11. **RIGHT OF ACCESS:** The seller will permit Eon Instrumentation, Inc., customer, and cognizant Government agencies to conduct such inspections and audits at suppliers' facilities as may be required to verify compliance with Eon Instrumentation, Inc. Purchase Order requirements, such facilities and assistance as may be reasonably required to accomplish these inspections will be furnished by the seller without cost to Eon Instrumentation, Inc., or its customer. The Seller will grant right of access to the buyer, their customer, and regulatory authorities to all facilities involved in the order and to all applicable records.
12. **WARRANTY:** Seller expressly warrants that all work, including articles, material, and designs, supplied by seller, will conform to the specifications, drawings, samples, or other descriptions set forth in order or furnished by Eon Instrumentation, Inc. and will be good material and workmanship and free from defect. All work is subject to final inspection and acceptance at Eon Instrumentation, Inc. plant, it being understood that payment therefore shall not constitute acceptance. Any work which is found to be defective either before or after acceptance may be rejected and returned to seller at seller's risk and expense for repair or replacement, or if seller cannot make the repair or replacement in the time required by the buyer to meet its delivery schedules, for credit at Eon Instrumentation, Inc. option. If SEI finds it impractical to return



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defective work for rework, repair, or replacement within a reasonable time, it may perform necessary repairs and charge the reasonable cost therefore to seller. Any payments made on any rejected work shall be immediately refunded to Eon Instrumentation, Inc.

- 13. DELIVERY:** Should Seller fail to deliver material within the time specified, Eon Instrumentation, Inc. may terminate this order in whole or part and may buy elsewhere and charge Seller any additional expense incurred thereby. Eon Instrumentation, Inc. expressly retains all its rights and remedies provided by law in case of such a default, and no action on the part of Eon Instrumentation, Inc. shall constitute a waiver of any right or remedy. Seller shall not be liable by reason of any failure to deliver or delay in delivery due to any cause beyond Seller's reasonable control and without fault or negligence of Eon Instrumentation, Inc.
- 14. PACKING:** No charge will be allowed for packing, boxing, or cartage, unless agreed upon at the time of purchase, but damage to any material not packed to ensure proper protection will be charged to Seller. Each package must contain a memorandum showing Shipper's name, contents of package and purchase order number of Eon Instrumentation, Inc.
- 15. RECORD RETENTION:** Supplier will retain all records pertaining to this order for a period of 7 years. If the supplier cannot do this for any reason the supplier is to forward all records to Eon Instrumentation, Inc. If Eon Instrumentation, Inc. requires records to be retained longer than 7 years it will be stated on the purchase order. The supplier will contact Eon Instrumentation, Inc.'s purchasing department before destroying any records for approval.
- 16. SHELF LIFE:** No materials with a shelf-life date will be shipped to Eon Instrumentation, Inc. purchase order with less than 80% of the full shelf-life as determined by the original manufacturer unless previously approved in writing by Eon Instrumentation, Inc.
- 17. COUNTERFEIT MATERIAL DISPOSITION:** No counterfeit material will knowingly be shipped to EON INSTRUMENTATION, INC and the Supplier agrees, by acceptance of this Purchase Order, that all material/products delivered are subject to an accredited independent 3rd party laboratory to help identify potentially suspect parts. An outside laboratory gives EON INSTRUMENTATION INC. an unbiased result and is a better means of meeting due diligent obligation.
- 18.** Your Acceptance of the Eon Purchase order confirms that your Company is adhering to the AS5553B Aerospace Standard and the DFARS 252.246-7007 and AS9100 Rev. D requirements with respect to Counterfeit Electronic parts: Avoidance, Detection, Mitigation, and Disposition. Your acceptance further confirms your compliance with the traceability requirements of the AS9100D or AS9120 standard.
- 19.** This is a rated order certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations System regulation (DPAS) (15 CFR Part 70). Flow down to your subcontractors/suppliers is required.



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20. DFARS Clause 252.204-7012. Safeguarding Covered Defense Information and Cyber Incident Reporting. By acceptance of this Eon Purchase Order, you **certify your compliance with DFARS Clause 252.204-7012 regarding the Safeguarding of Covered Defense Information and Cyber Incident Reporting including your compliance with NIST SP 800-171 security requirements. Flow down to your subcontractors/suppliers is required.**
21. You are required to implement and maintain an effective **Foreign Object Debris (FOD) Prevention Program in compliance with AS9100D standard and AS5553B and to flow down this requirement to your subcontractors/suppliers.**
22. You are required to be aware of your contribution to Product Safety and the importance of ethical behavior per the AS9100 Rev D. standard. You are required to implement and maintain a Code of Business Conduct for your organization. Flow down to your subcontractors/suppliers is required.
23. Obsolescence is defined as occurring when an electronic component is no longer in production by the original manufacture. If obsolescence issues occur, the Seller shall notify the Buyer of this occurrence. Seller assumes responsibility for identifying, notifying, and resolving any obsolescence issues. Eon shall conduct vendor surveying on a regular basis to ensure all its suppliers and sub-tier suppliers monitor their obsolescence inventory.