

WINDSOR TECHNOLOGY

SUPPLIER QUALITY & REGULATORY REQUIREMENTS

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www.windsortec.com

The terms “Item(s)”, “PO”, “Seller”, and “Buyer” as used herein, have the same meaning as the terms, “Work”, “Contract”, “SELLER”, and “Windsor”, respectively.

1.0 Quality Requirements: Seller shall maintain an ISO, AS or Military Standard equivalent quality system acceptable to Buyer. Third party registration of an ISO/AS/EN Quality Management System, from an ANSI-ASQ National Accreditation Board (www.anab.org) approved registrar, is preferred. Seller shall ensure its quality system is compliant with a currently maintained and published consensus industry standard quality system specification as appropriate to the Seller’s activities. Seller shall also ensure compliance to all quality requirements identified elsewhere in the PO. Seller shall maintain internet access for obtaining requirements of the PO. Seller shall ensure all applicable quality requirements are imposed upon sub-tier suppliers.

1.1 Quality System Changes & Relocation: Seller shall notify buyer, in writing, within ten (10) days of any (1) change in its quality system status resulting in loss of 3rd party registrar’s certification; or (2) adverse action initiated by Buyer’s customer, the Government that results in disapproval or suspension of Seller’s quality system; or (3) change in Seller’s quality organization, processes or procedures resulting in adverse affect on conformity verification of any item. Seller shall notify Buyer, in writing, at least ninety (90) days in advance of any sale, relocation, or transfer of any portion of Seller’s manufacturing operations; or (4) if any process changes are made that will impact qualified products/parts.

1.2 Copy exact: Windsor is a copy exact company, this means there can be no substitutions or deviation from the material defined and described on the Windsor Supplied P.O. without prior written approval from your respective Windsor Procurement Agent.

2.0 Counterfeit Parts Prevention:

2.1 For purposes of this clause, Work consists of those parts delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.

2.2 Seller agrees and shall ensure that Counterfeit Work is not delivered to Windsor Technology.

WINDSOR TECHNOLOGY

SUPPLIER QUALITY & REGULATORY REQUIREMENTS

- 2.3 Seller shall only purchase products to be delivered or incorporated as work to Windsor directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Windsor Technology.
- 2.4 Seller shall immediately notify Windsor with the pertinent facts if Seller becomes aware or suspects that it has furnished Counterfeit Work. When requested by Windsor, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.
- 2.5 In the event that work delivered under this contract constitutes or includes Counterfeit work, Seller shall, at its expense, promptly replace such Counterfeit work with genuine work conforming to the requirements of this contract. Notwithstanding any other provision in this contract, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit work, including without limitation Windsor's costs of removing Counterfeit work, of reinserting replacement work and of any testing necessitated by the reinstallation of work after Counterfeit work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Windsor may have at law, equity or under other provisions of this Contract.
- 2.6 This clause applies in addition to any quality provision, specification, statement of work or other provision included in this contract addressing the authenticity of work. To the extent such provisions conflict with this clause, this clause prevails.
- 2.7 Seller shall include all elements of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to Windsor.
- 3.0 Records:** Seller shall maintain complete records of all manufacturing, process capability (if applicable), and controlled tooling, and inspection and test, including copy of CoC, unless otherwise stated in the PO. Upon Buyer's request, Seller shall make records available to Buyer for at least three (3) years after completion of this PO and for longer periods as may be specified elsewhere in the PO. Seller shall maintain records of all process control tests performed by Seller and inspection records of processed Items for at least seven (7) years after completion of the PO. Upon Buyer's request, Seller shall provide records of inspection tests of processed Items and process control tests to Buyer. Upon Buyer's request, Seller shall forward specific records to Buyer at no additional cost, price, or fee to Buyer.
- 4.0 Certified Materials:** Seller shall establish and maintain controls to prevent the use of non-certified materials when certified materials are required.

WINDSOR TECHNOLOGY

SUPPLIER QUALITY & REGULATORY REQUIREMENTS

5.0 Calibration: Seller shall maintain a documented calibration system for the calibration and maintenance of tools, jigs, inspection and test equipment.

6.0 Conflict Metals: Windsor Technology is committed to sourcing components and materials from companies that share our values around human rights, ethics and environmental responsibility. In support of this effort, suppliers are expected to supply materials to Windsor that are “DRC Conflict-Free”. DRC includes the countries of Democratic Republic of Congo, Republic of Congo, Central Africa Republic, South Sudan, Zambia, Angola, Tanzania, Burundi, Rwanda and Uganda. Suppliers are expected to adopt policies and management systems with respect to conflict minerals and to require their suppliers to adopt similar policies and systems. Windsor expects suppliers to establish their own due diligence program to ensure conflict-free supply chains.

On August 22, 2012, the U.S. Securities and Exchange Commission (“SEC”) issued the final conflict minerals rule under Section 1502 the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Conflict Minerals Rule”). The Conflict Minerals Rule requires publicly traded companies to report annually the presence of conflict minerals (tin, tungsten, tantalum and gold, or “3TG”) originating in the Democratic Republic of the Congo or adjoining countries (“Covered Countries”).

Windsor supports the goal of ending violence, human rights violations and environmental devastation in the Covered Countries. We are committed to complying with any requirements applicable to our Company under the Conflict Minerals Rule.

Windsor strives to work cooperatively with our customers and supply chain partners in implementing conflict minerals compliance programs. We may reconsider our willingness to partner with suppliers that fail to comply with this Policy.