

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 Buyers 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.

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2.3 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.

2.4 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

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.

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.

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").

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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.

7.0 REACH/RoHS: Both Regulations address the production and use of chemical substances, and their potential impacts on both human health and the environment. REACH covers use of chemical substances of very high concern (SVHC). Based on information obtained from our component suppliers assemblies don't contain Substances of Very High Concern (SVHC) as listed by the latest European Parliament Regulations and recent updates of RoHS 3 directive 2015/863/EU. Seller agrees to meet current regulations and notify Windsor if supplied material sent doesn't meet regulations. Seller also must retain material records for future reference if required.

8.0 Prop 65: Based on the information obtained from our component suppliers the components do not contain known Chemical Hazard Substances of Very High Concern as listed on the Proposition 65 Chemical List administered by the Office of Environmental Health Hazard Assessment of California. Seller must retain records of material for future reference if requested.