

Supplier Terms & Conditions Agreement

General:

Roman Global Resources. (hereafter, "RGR" or "Roman Global") operates under a Quality Management System compliant with AS9100D & ISO 9001:2015. As a supplier to RGR, it is understood that by acceptance of an RGR Purchase Order (PO), your organization agrees to meet the requirements listed below. In this document, "supplier" refers to the company or entity RGR contracts with, via a PO, to provide raw materials, products, or services that impact RGR's ability to meet its customer's requirements.

1. By accepting a PO, a supplier commits to meet RGR's requirements contained therein, including:
 - The use of approved products, services, sub-suppliers, methods, processes, and equipment
 - Criteria for testing, inspection, and verification to occur prior to product release
 - Any special requirements, critical items, or key characteristics
 - The need to provide test specimens, data, certificates of conformity, material certificates, or other evidence that RGR's requirements have been met
 - Delivery of product on or before the stated required date

1. Supplier hereby warrants that all goods and services covered by this contract
 - will be delivered free from any claim of any third party by way of Infringement or the like
 - Will be free from defective material or workmanship
 - Will be fit for RGR's purposes. Supplier further warrants that all the goods and services furnished under this contract shall conform to all representations, affirmations, promises, descriptions, samples or models forming the basis of this contract.
 - Supplier agrees that these warranties shall survive acceptance of the goods and services. Supplier further warrants that all services performed for or on behalf of RGR will be performed in a competent workmanlike manner and shall not be deemed disclaimed or excluded unless evidenced by a purchase order change notice or revision issued by RGR.
 - Supplier will Indemnify and hold RGR harmless in respect to the cost of recall

- or other corrective service actions that, in RGR's reasonable judgment, are required to rectify non conformities in the goods covered by this contract that are the result of a breach of the foregoing warranties, whether such recall campaigns are mandated by any governmental entity or by RGR.
3. In some cases, requirements in addition to those stated on the PO will be communicated via drawings or CAD data.
 4. In cases where changes to a process, product, service, sub-supplier, or location may impact the supplier's ability to meet RGR's requirements, the supplier must notify an appropriate representative of RGR before making the change.
 5. RGR expects 95% on time delivery. If the required by date on a PO cannot be met, the supplier must notify RGR in advance.
 6. RGR monitors supplier performance on a monthly basis and determines a Supplier Performance Rating (SPR).
 7. Suppliers who do not maintain an SPR of >70% may be removed from RGRs' Approved Supplier List without advance warning.
 8. Suppliers will be expected to complete and return self-evaluations as requested by RGR's RGR. These self- evaluations are intended to provide RGR the information needed to understand the scope of a supplier's Quality Management System, and help determine what, if any, risk mitigation activities RGR will perform to manage that supplier. Suppliers who do not complete the self-evaluation as requested may not be added to RGR's Approved Supplier List.
 9. Suppliers must notify RGR of nonconforming products detected both before and after product acceptance. Disposal methods of nonconforming products must be approved by RGR.
 10. RGR will notify suppliers in the event that nonconforming product is detected after product acceptance. Depending on the severity and scope of the nonconformity, RGR may issue a formal Corrective Action Request to the supplier of nonconforming product. If it is determined by RGR that a non- conformance has caused negative impact to RGR's quality ratings or has added significant time or costs, supplier is subject to be debited for cost recovery.

11. Supplier shall comply with all applicable state, federal and local laws and regulations. Supplier agrees to indemnify and hold RGR harmless from and against any and all costs, expenses, penalties or other liabilities attributable to supplier's violation of this condition.

- ITAR: Supplier acknowledges that this entire document (or drawing) constitutes technical data within the definition of the U.S. International Traffic in Arms Regulations (ITAR), and is subject to the export control laws of the United States. Transfer of this technical data by any means to a foreign person or foreign entity, whether in the United States or abroad, without a prior export license or other approval from the U.S. Department of State, is prohibited. EXPORT COMPLIANCE STATEMENT: The information contained herein is or may be controlled by the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130 and may not be exported or disclosed to a foreign person, whether in the United States or abroad, without prior U.S. Government written approval
- RoHS: Supplier warrants and agrees that the goods or services sold to RGR under this order and specified to be "RoHS compliant" shall be fully compliant with the European Union Directive No. 2002/95/EC on the Restriction of Hazardous Substances ("RoHS"). Upon RGR's request, supplier shall promptly provide RGR with access to all necessary information and records evidencing the goods' RoHS compliance. Additionally, supplier shall promptly provide material declarations upon request with respect to the goods provided to RGR hereunder.
- REACH: Supplier warrants and agrees that each chemical substance or its preparations on their own or contained in goods sold or otherwise transferred to RGR is pre-registered if required, and registered if required, under Regulation (EC) No. 1907/2006 ("REACH"), is not restricted under Annex XVII of REACH and if subject to authorization under REACH, is authorized for RGR's use. Supplier shall notify RGR if it decides not to pre-register or register substances that will be subject to registration under REACH and that are contained in goods supplied to RGR or supplied to RGR on their own at least 12 months before their registration deadline. Upon request from RGR, Supplier shall provide RGR with access to all relevant information on substances meeting the criteria under REACH Annex XIV (the "candidate list") including the name of the substance, where the substance is used, and sufficient information to allow RGR to safely use the goods or fulfill its own obligations under REACH.

- Q13 SEC Section 1502: Supplier warrants and agrees that all products applicable under the SEC Sec. 1502 requirement for reporting conflict minerals originating from the Democratic Republic of Congo (DRC) have been properly reported and are disclosed to purchaser in documents accompanying shipments of any minerals subject to this provision.

12. Limited Shelf Life and Environment Sensitive Materials: The supplier shall identify all materials and articles which have definite characteristics of quality degradation with age and/or environment. The supplier shall supply this information on the container or accompanying documentation. This identification shall indicate the date useful life was initiated and the date and/or cycle at which the useful life will be expended. When environment is a factor in determining useful life, the identification shall include the storage conditions (i.e., temperature, humidity, etc.) required to achieve the stated life. The applicable materials/parts shelf life per RGR's raw material specifications shall remain upon receipt of the material by RGR or the material is subject to rejection and return to the supplier. The shelf life start date shall be the date of manufacture (DOM) from the manufacturer or as otherwise specified by the manufacturer in writing.

13. Non-disclosure Agreement (NDA): Supplier shall keep confidential all designs, processes, drawings, specifications, reports, data and other technical or proprietary information disclosed by RGR to supplier.

14. Regarding "suspect/counterfeit parts:"

- Suppliers are responsible for having policies and procedures in place to ensure that they do not supply "suspect/counterfeit parts" and to the best of their knowledge no such "suspect/counterfeit parts" have been or are being supplied to RGR Company.
- "Suspect/counterfeit parts" are parts that may be of new manufacture but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is the case. They also include refurbished parts, complete with false labeling, that are represented as new parts or any parts that are designated as suspect by the U.S. Government, such as parts listed in alerts published by the Defense Contract Management Agency under the Government-Industry Data Exchange Program (GIDEP). Parts supplied to RGR should be directly from the Original Component Manufacturers ("OCM")/Original Equipment Manufacturers ("OEM") or through the OCM/OEMs Franchised Distributor.

- Suppliers shall maintain documented systems (policies, procedures, or other documented methods) that provide for notification to RGR (and to obtain RGRs' written consent) before parts or components are procured from sources other than OCM, OEM, or OCM/OEM's Franchised Distributor. Suppliers shall provide copies of such documentation for its system upon RGRs' request.
 - Supplier systems shall be consistent with applicable industry standards for the detection and avoidance of counterfeit electronic parts, including flowing down requirements to subcontractors.
 - If RGR reasonably determines that a supplier has provided suspect/counterfeit parts to RGR, RGR shall promptly notify the supplier who shall immediately replace the suspect/counterfeit parts with parts acceptable to RGR.
 - Notwithstanding any other provision contained herein, suppliers shall be liable for all costs incurred by RGR to inspect, remove, and replace the suspect/counterfeit parts, including without limitation RGRs' external and internal costs of removing such counterfeit parts, of reinserting replacement parts and of any testing necessitated by the reinstallation of supplier's goods after counterfeit parts have been exchanged. In addition, RGR may unilaterally terminate orders for convenience depending on the impact of the delivery.
15. When RGR intends to perform verification/validation activities at the supplier's premises, this will be communicated to the supplier in advance.
16. Suppliers shall acknowledge and flow down RGR's requirements (including RGR's customer and applicable statutory and regulatory requirements) to their direct supply chain as applicable.
17. Suppliers are responsible for ensuring that its personnel are competent and aware of how they contribute to compliance with these terms, including, but not limited to:
- Their contribution to product or service conformity;
 - Their contribution to product safety;
 - The importance of ethical behavior

18. Suppliers shall retain and maintain appropriate records of the activities listed above. The records must remain legible, readily identifiable and retrievable for a minimum of fifteen (15) years unless otherwise specified. In cases where the duration of retention is increased (e.g. at the request of RGRs' customer), specific instructions will be provided on the PO.
19. RGR, its customer, and regulatory authorities retain the right of access to all applicable facilities and records related to products or services provided by the supplier.
20. Unless an alternate scope of approval has been prearranged, suppliers providing calibration services are to be certified to ISO17025 (or equivalent). All calibration certificates are to be furnished and identify standards used and have direct traceability to the National Institute of Standards and Technology (NIST).
21. Please acknowledge this order within 48 hours with a confirmation of the price and a statement of the estimated delivery schedule. Acknowledgement of this Purchase Order confirms understanding of the above requirements.
22. All articles shipped to RGR are to be packaged in a manner that will provide for efficient handling and will preclude damage to the articles during shipping and/or storage. Damage to any article resulting from improper packaging will be charged to the Supplier. No additional charges will be allowed for boxing, packing, returnable containers, or transportation thereof, unless stated on the face of this contract
23. Seller shall not procure or contract for the procurement of any item covered by this contract in completed or substantially completed form without first securing the written approval of RGR which may be given or withheld in RGR's sole discretion provided that supplier shall nonetheless continue to be responsible to RGR for all of supplier's obligations under this contract, including without limitation Its liability for any breach.
24. Supplier will comply with the method of electronic communication as may be specified by RGR including requirements for vendor managed inventory, electronic funds transfer, purchase order transmission, electronic signature and/or communication

25. In the case of raw material products, supplier shall provide a signed quantitative test report showing conformance to the specifications for each shipment. The certification shall identify, when applicable, the material specification; manufacturer (and vendor if different); lot, batch, heat or serial identity; quantity of material covered; date of shipment and carrier; RGR's purchase order and material code numbers; and statistical test results obtained. If the certification is accompanying the shipment, the shipping unit containing the document must be clearly marked as such so the certification is readily available to the receiving personnel. Supplier agrees to provide RGR with a statement of origin and applicable customs documentation for any Products manufactured in whole or in part outside of the USA as well as any requested NAFTA documentation, as
26. All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, castings, cavity die patterns, equipment and other items furnished by RGR, either directly or indirectly, to RGR in connection with supplier's performance of its obligation under this contract, or for which supplier has been paid or reimbursed by RGR, with all related repairs, improvements, appurtenances, accessions and accessories, and all documents, standards or specifications, trade secrets, proprietary information, Proprietary Materials and all Intellectual Property Rights in such Proprietary Materials (collectively, "RGR's Property") shall be and remain the property of RGR or the designated owner. Supplier shall bear the risk of loss of and damage to RGR's Property. RGR's Property shall at all times be properly housed, maintained, repaired and replaced by Supplier at Supplier's expense in good working condition capable of producing products meeting all applicable specifications. RGR's Property shall not be used by Supplier for any purpose other than the performance of this Contract, shall be conspicuously marked "Property of RGR" by its name shown on this Contract by Supplier, shall not be commingled with the property of Supplier or with that of any third party, and shall not be moved from Supplier's premises without RGR's prior written approval. Supplier will indemnify and defend RGR against claims or liens adverse to RGR's or its customer's ownership of RGR's Property.

Supplier acknowledges that neither Supplier nor any other person or entity other than RGR (or its affiliates or customer if applicable), has any right, title or interest in RGR's Property except, subject to RGR's sole discretion, Supplier's rights to utilize RGR's Property in the manufacture of Products under this contract. Effective immediately, without further notice or legal action, RGR, or its designee, has the right to enter the premises of Supplier and take possession of all of RGR's Property without payment of any kind. Supplier agrees to cooperate with RGR if RGR elects to take possession of RGR's Property. Supplier expressly waives any right to additional notice or process and agrees to provide RGR or its nominee(s) with immediate access to RGR's Property. Supplier grants to RGR a limited and irrevocable power of attorney, coupled with an interest, to execute and record on Supplier's behalf any notice or financing statements with respect to RGR's Property that RGR determines are reasonably necessary to reflect RGR's interest in RGR's

Property. At RGR's request, RGR's Property will be immediately released to RGR or delivered by Supplier to RGR properly packed and marked in accordance with the requirements of RGR's selected carrier; or to any location designated by RGR, in which event RGR shall pay Supplier the reasonable costs of delivery. Supplier waives, to the full extent permitted by law, any lien (whether mechanics, mold builder, molder, special tool builder or other rights that Supplier might otherwise have) on any of RGR's property. Supplier acknowledges that the unauthorized possession of RGR's Property by Supplier would cause irreparable harm to RGR, RGR's customer, and others. Therefore, Supplier recognizes the right and need of RGR to obtain immediate relief in the nature of a replevin or claim and delivery action. Accordingly, provided that Supplier receives at least twenty-four (24) hours notice of any request for hearings in connection with proceedings instituted by RGR, Supplier waives, to the fullest extent possible under applicable law, the right to notice in excess of twenty-four (24) hours in connection with any judicial proceedings instituted by RGR. Further, Supplier hereby waives any requirement for RGR to post a bond in a replevin action. Supplier shall pay all costs incurred by RGR, including, but not limited to, reasonable attorney fees, the cost of the bond and sheriff and other court officers' fees in connection with the recovery of RGR's Property through legal process.