



Supplier Terms and Conditions

Nikon AM Synergy

1 Prohibited Practices

Supplier shall not implement any changes to the externally provided product, process or service including the change of external providers manufacturing location without prior notification to Supply Chain and written approval by Supply Chain. Changes can include but are not limited to product specification, product identification, material, processes.

2 Unauthorized Submittal of Production Parts

When the order requires Buyer acceptance of the first article, Supplier shall not submit part from production run prior to Buyer's acceptance of first article.

3 Responsibility for Conformance

Purchased items and or processes shall be certified to purchase order requirements. Products shall be inspected prior to shipping and meet specified requirements. If purchased items and or processes are outsourced Supplier shall request a written approval from buyer; and all supplier terms and conditions apply to sub-tier Supplier.

Certificate of conformance is required for all purchased processes and or product stating that the purchase order specific requirements have been met.

4 Documentation

Buyer may refuse to accept items delivered under the order if Supplier fails to submit the certification, test data or reports specified in the Order.

All records that are created by and/or retained by external providers shall be controlled and identified in such a way to allow for traceability to the purchased service and or process, cross-reference customer purchase order and or job/work order number. All records shall be stored in such a way to allow for timely retrieval, prevent damage and ensure legibility.

5 Record Retention

External providers shall control records and/or documents created by or maintained by external provider if such documents are required to ensure conformity to requirements in regard to the provided product, process, and service. Documents shall be maintained for 20 years unless the records are shipped to the buyer with the product. Documents shall be kept readable and accessible within 48 hours of notification.

Documents shall be disposed of after retention time. Disposition can include but is not limited to shredding, burning or deletion of soft copies.

6 Certification of Conformance

With each shipment of items covered by this Order, the Supplier shall submit a certificate of conformance, signed by a responsible representative, which shall constitute a representation by supplier that:

- a) Material, process and/or services used are those which have been specified by Buyer.
- b) Processes used to fulfill the purchased contract were in compliance with applicable specifications noted on the purchase contract and/or other applicable written information.
- c) Certification furnished under the terms of the order shall be supported by test records, and data is subject to audit by Buyer. In case of drop shipment, a copy of the Certificate of Conformance shall accompany the shipment and a second copy shall be sent to the Buyer at the time of shipment.

7 Corrective Action Request

Buyer will request corrective action from Supplier when a quality problem exists. Supplier shall respond within 7 business days. Corrective action shall include the following information: analysis of cause, immediate action taken and long-term corrective action taken.



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8 Standards of Workmanship

Suppliers shall maintain standards of workmanship directly applicable to the nature and level of work performed under this Order. Buyer reserves the right to perform in process inspections and or audits at any time during the life of the purchase order.

All personnel involved in the externally provided process shall be competent and if applicable qualified. If a qualification validation is required, the organization shall state the requirement on the purchase contract.

9 Nonconformance

External provider shall notify organization of any nonconformity, changes in product and or processes, and arrange for approval. Supplier shall initiate a discrepancy report for any departure from the drawing and/or purchase requirement.

10 Access to Facilities

Supplier shall grant access to organization, and organization's job-related customers, and regulatory authorities to all facilities and records and applicable documented information involved in the order. This applies to any level of the supply chain. Organization will notify the external provider if onsite verification or validation activities are required on the external provider's premises.

11 Lot control and Product and/or Service Identification

Product shall be clearly identified and separated per purchase requirements listed on the purchase contract. Minimum identification requirements are: part number, revision letter, lot number. Items furnished under this Order shall be identified on the smallest unit packaged.

12 Quality System

Suppliers shall maintain a quality system that is appropriate and adequate to ensure that conforming products will be shipped on time.

- All equipment used in the purchased process and/or for the purchased item shall be maintained to ensure continual compliance with all applicable requirements.
- All equipment used for product acceptance shall be calibrated. Calibration shall be traceable to an international calibration standard.

Waivers to quality system requirements are not valid unless obtained in writing from Buyer. Supplier's quality system may be subject to audit by Buyer's Quality Representative.

13 Packaging and Shipping

Unless otherwise specified in the purchase contract, Supplier shall package all material in a manner to ensure protection against cross contamination, product mix-up and/or exposure to foreign objects, corrosion, oxidation, deterioration. Furthermore, all product shipped from your facility shall be packaged in a way to preserve the conformity and integrity of the product, protection from environmental conditions (such as extreme temperature and water) during storage, handling and delivery to the intended destination.

14 Flow Down

Supplier shall flow down all applicable requirements including organizations the customer requires to sub-tier Suppliers. Suppliers shall apply appropriate controls to their direct and sub-tier external providers, to ensure that requirements are met.

15 Approval

All purchased product, process and service shall be verified or validated as applicable prior to shipment to the organization.



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16 Interaction

All interaction concerning product, process or service performance (with a potential adverse effect on the sellable good) between the organization and the external product, process, and service provider shall be in writing.

17 External Provider's Performance Monitoring Method

All external providers are monitored based on on-time delivery, product/process or service performance and responsiveness. Performance data are available upon request.

18 Special Quality Requirements

If special requirements apply the organization shall flow the requirements down to the supplier informed of written instructions. Special requirements are, but not limited to: design and development control, critical items or key characteristics, test, inspection and verification requirements, product and process verification/validation requirements, the use of statistical techniques for product acceptance and related instructions for acceptance by the organization.

If an organization's customer requires a designated external provider the requirement shall be recorded on the purchase contract. If applicable the external provider shall provide specimens for design approval, inspection/verification, investigation or auditing.

19 Counterfeit Parts

The organization prohibits the use of counterfeit parts. The organization will periodically validate/verify purchased products, processes, and services to ensure that no counterfeit parts are used.

Supplier is responsible for disclosing the source of parts if the parts should become the subject of a legal or counterfeit issue.

Seller's obligation to substantiate authenticity shall survive Acceptance of and payment for Products delivered under this Order.

All material delivered under this Order shall be authentic and traceable to the original manufacturer. Seller shall provide authenticity and traceability records to Buyer upon request. Electronic parts shall not be acquired from brokers unless approved in advance in writing by Buyer. Seller shall immediately notify Buyer if Seller cannot provide parts, components, and/or assemblies traceable to the original component manufacturer or the original equipment manufacturer. Upon receipt of such notification, Buyer reserves the right to terminate this Order at no cost to Buyer or require specific material validation test and inspection protocol requirements to Seller

20 Awareness

The external process provider shall ensure that personnel are aware of their contribution to product or service conformity, their contribution to product safety, the importance of ethical behavior.

21 ITAR Compliance Requirements

If a product is identified as ITAR the supplier is required to comply with all applicable ITAR requirements. If the supplier is not compliant to ITAR and a request for quote is flown down from the organization to the provider of external service or process the supplier is required to notify the organization immediately.

The organization will identify products that are subject to ITAR controls within the request for quote, on the purchase order and on the customer drawing. All documented information identified as ITAR controlled have to be returned to the organization. If product is subject or nonconforming then it has to be returned to the organization. Suppliers are not authorized to dispose of any IATR identified documented information and/or product.



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22 Control of External Providers

The supplier (external provider) is responsible to ensure that an externally provided product, process or service is compliant to the latest applicable requirements (such as statutory and regulatory) in the country where the product was manufactured or the process or service was provided.

23 Product Materials Declaration

23.1 Hazardous Materials: For each Item, Seller shall notify Buyer if the Item contains a substance or material that may be hazardous and if it is required to have a Safety Data Sheet (SDS). The percent by weight is required for substances or material required to have a SDS. Labeling and instructional materials shall be in accordance with the SDS. A shipment containing hazardous and non-hazardous materials shall have separate packaging sheets for the hazardous and nonhazardous materials. Items shipped on the same day must be consolidated on one bill of lading or air bill, unless Buyer authorizes separate documents. Shipping documents shall describe the material according to the applicable classification or tariff rating. Original bills of lading shall be surrendered to the carrier upon shipment.

23.2 Hazardous Substance Disclosure: Upon Buyer's request, Seller shall promptly provide information on any Items delivered under this Order which contain hazardous substances (Hazardous Disclosure). A Hazardous Disclosure shall include part number, part weight, substance name, and substance percentage by weight. Seller shall promptly provide Buyer with an updated Hazardous Disclosure for new Items purchased by Buyer and changes to the hazardous substance list affect Items. Seller shall provide a Hazardous Disclosure within fifteen (15) days after receipt of the request.

23.3 Prohibited Substances: Seller shall not include prohibited substances in Items delivered to Buyer, without Buyer's prior approval. Prohibited substances are subject to change upon notice, but currently include asbestos, radioactive substances, and ozone-depleting substances, including substances on their own and in substance-containing compounds.

Note: The supplier shall comply with the Persistent, Bioaccumulative, and Toxic Chemicals section (6h) of TSCA (Toxic Substances Control Act)..

- PIP (Phenol, Isopropylated Phosphate) – any amount is prohibited
- DBDE (Decabromodiphenyl ether) – any amount is prohibited
- HCBd (Hexachlorobutadiene) – any amount is prohibited
- PCTP (Pentachlorothiophenol) – c > 1% w/w is prohibited
- TTBP (Tris(tert-butyl)phenol) – c > 0.3% w/w is prohibited

23.4 REACH: Upon Buyer's request (REACH Request), Seller shall provide information on any Items delivered hereunder which contain regulated substances (REACH Disclosure) as specified in EC Regulation No 1907/2006 of the European Parliament and of the Council of December 18, 2006 concerning Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). Seller shall promptly provide Buyer with an updated REACH Disclosure whenever an Item contains a substance that is added to the REACH Candidate List for Authorization, is subject to Authorization, or is Restricted. Seller represents and warrants that each Item, its supply and use, including its incorporation into other products, and its import into the European Union, complies with all applicable REACH requirements, including, but not limited to, substance registration, notification and authorization of a Substance of Very High Concern (SVHC). Seller shall complete Buyer's semi-annual survey for SVHCs or Prohibited Substances Survey no later than fifteen (15) days after the date of issuance of the REACH Request or survey request and sixty (60) days after the date of issuance for Hazardous Disclosures. Seller further agrees that if Seller does not respond within fifteen (15) days, such non-response shall constitute Seller's affirmation that none of the Items supplied hereunder contain a SVHC.

23.5 Conflict Minerals: Upon Buyer's request (CM Request), Seller shall provide information (CM Disclosure) on any Items delivered hereunder containing Conflict Minerals (CM), which currently include gold, tin, tungsten and tantalum, as defined in 77 FR 56273, 17 CFR PARTS 240, 249 and 249b, Section 13(p) of the Securities Exchange Act of 1934 and Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (collectively, Conflict Minerals Regulations).

Form 99FP can be found at <http://www.responsiblemineralsinitiative.org/conflict-minerals-reporting-template/> and be submitted to Buyer no later than fifteen (15) business days from receipt of the CM Request. Seller shall promptly provide



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a written update of any change in or addition necessary to provide complete and accurate information in the CM Disclosure.

All Suppliers to this organization are required to disclose any use of "Conflict Minerals". Organization reserves to right to cancel any purchase order whose content is manufactured or contains "Conflict Material" All Material Certs shall clearly state the use of conflict materials.

23.6 Lithium: Prior to the initial shipment of any Item that contains lithium battery power sources (metal or ion) or any other derivative or combination of matter that contains lithium batteries, Seller shall notify Buyer in advance of Item shipment If there is any material change to the lithium content, size, type, or quantity in subsequent shipments of any Item, Seller shall re-submit the notification with updated information. Additionally, prior to and during shipment, each Item containing lithium shall meet all labeling and all other requirements set forth in the United Nations Manual of Tests and Criteria, part III, subsection 8.3 as referenced in the U.S. Department of Transportation hazardous materials regulation at 49 CFR parts 100-185. Furthermore, prior to and during shipment, each Item that contains lithium shall meet the requirements set forth in the International Air Transport Authority (IATA) Dangerous Goods Regulations Section 4.

23.7 Cooperation: Seller shall cooperate with Buyer and provide all information, documentation, and assistance requested by Buyer for achieving compliance with all current and future materials declaration regulations. Seller shall reimburse Buyer for all costs and expenses in connection with any expenditure required by Buyer for compliance of Items with such materials declaration regulations, including, but not limited to, testing for REACH compliance, which testing shall be performed, at Buyer's option, by Buyer or Seller.

23.8 Verification Rights: Upon Buyer's request, Seller shall provide a copy of its policies and procedures implemented for compliance with these product material declarations, regulations and requirements. Seller's compliance shall be capable of verification through review and analysis by Buyer at Seller's facility and be available for Buyer's examination and reproduction upon prior notice, until three (3) years after final payment under this Order. Seller shall provide assistance to interpret such data if requested by Buyer.

24. Obsolescence Management

If any product purchased from the supplier is expected to become obsolete the supplier has the responsibility to notify the buyer.

25. FAR, DFARS, and other Acquisition Regulation Subtier Flowdown:

Clause	Title
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000
52.203-7	Anti-Kickback Procedures
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees Of Whistleblower Rights
52.215-2	Audit and Records – Negotiation
52.215-14	Integrity of Unit Prices
52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort (DoD Only)
52.215-23	Limitations on Pass-Through Charges
52.219-8	Utilization of Small Business Concerns
52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation
52.227-1	Authorization and Consent
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.222-21	Prohibition of Segregated Facilities
52.222-26	Equal Opportunity
52.222-50	Combating Trafficking in Persons



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Clause	Title
52.225-13	Restrictions on Certain Foreign Purchases
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.244-6	Subcontracts for Commercial Items
52.222-54	Employment Eligibility Verification
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.211-15	Defense Priority and Allocation Requirements
52.222-41	Service Contract Labor Standards
52.222-90	Addressing DEI Discrimination by Federal Contractors
52.225-1	Buy American – Supplies
52.225-5	Trade Agreements
52.247-63	Preference for U.S. Flag Air Carriers
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.204-7012	Safeguarding of Unclassified Controlled Technical Information
252.204-7019	Notice of NIST SP 800-171 DoD Assessment Requirements
252.204-7020	NIST SP 800-171 DoD Assessment Requirements
252.204-7021	Cybersecurity Maturity Model Certification Requirements
252.222-7000	Restrictions on Employment of Personnel
252.223-7001	Hazard Warning Labels
252.223-7006	Prohibition on Storage/Disposal of Toxic/Hazardous Materials
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7000	Buy American - Balance of Payments Program
252.225-7001	Buy American & Balance of Payments Program
252.225-7007	Prohibition on Acquisition of US Munitions List Items from Communist Chinese Military Companies
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7013	Duty-Free Entry
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7025	Restrictions on Acquisition of Forgings
252.225-7030	Restriction on Acquisition of Carbon Alloy and Armor Steel Plate
252.225-7036	Buy American – Free Trade Agreements – Balance of Payments Program
252.227-7013	Rights in Technical Data - Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software
252.227-7015	Technical Data–Commercial Items
252.227-7016	Rights in Bid or Proposal Information
252.227-7019	Validation of Asserted Restrictions - Computer Software
252.227-7025	Limitations on Use/Disclosure of GFI with Restrictive Legends
252.228-7001	Ground and Flight Risk
252.228-7005	Accident Reporting for Aircraft, Missiles, Space Launch
252.229-7011	Reporting of Foreign Taxes - US Assistance Programs
252.235-7004	Protection of Human Subjects
252.239-7018	Supply Chain Risk



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Clause	Title
252.246-7001	Warranty of Data
252.246-7003	Notification of Potential Safety Issues
252.246-7007	Counterfeit Electronic Part Detection & Avoidance
252.246-7008	Sources of Electronic Parts
252.247-7023	Transportation of Supplies by Sea
252.211-7003	Item Unique Identification & Valuation
252.203-7001	Prohibition on Persons Convicted of Fraud
252.225-7012	Preference For Certain Domestic Commodities
252.226-7001	Utilization of Indian Organizations & Native Hawaiian Small Business Concerns
252.223-7002	Safety Precautions for Ammunition and Explosives
252.227-7038	Patent Rights - Ownership by Contractor (Large Business)
252.228-7005	Mishap Reporting for Aircraft, Missiles, Space Launch
252.244-7000	Subcontracts for Commercial Items
252.204-7008	Compliance with Safeguarding Covered Defense Information
252.234-7004	Cost and Software Data Reporting System
252.236-7013	Requirement for Competition Opportunity for American Steel
252.237-7010	Prohibition on Interrogation of Detainees
252.227-7018	Rights in Other Than Commercial Technical Data and Software — SBIR
252.227-7033	Rights in Shop Drawings
252.204-7010	Requirement to Notify DoD under Additional Protocol
252.225-7021	Trade Agreements
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, Explosives
252.225-7008	Restriction on Acquisition of Specialty Metals
252.204-7009	Limitations on Use/Disclosure of 3rd-Party Cyber Incident Info
252.225-7040	Contractor Personnel Supporting US Armed Forces Deployed Overseas
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions
252.234-7001	Notice of Earned Value Management System
252.239-7001	Information Assurance Contractor Training & Certification
252.246-7001	Warranty of Data
252.225-7004	Reporting of Intended Performance Outside the United States
252.234-7002	Earned Value Management System
252.204-7018	Prohibition on Acquisition of Covered Defense Telecom Equipment
252.225-7020	Trade Agreements Certificate
252.244-7001	Contractor Purchasing System Administration
252.246-7008	Sources of Electronic Parts
252.246-7007	Counterfeit Electronic Part Detection & Avoidance System
252.225-7014	Rights in Other Than Commercial Computer Software & Documentation
252.225-7052	Restriction on Acquisition of Certain Magnets, Tantalum, Tungsten
252.225-7056	Prohibition Regarding Business Operations with Maduro Regime
252.225-7060	Prohibition on Certain Procurements from Xinjiang Uyghur Autonomous Region
252.225-7972	Prohibition on Procurement of Foreign-Made Unmanned Aircraft Systems



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By accepting the purchase contract the supplier agrees to all applicable supplier terms and conditions.

NOTE: These requirements do not apply for goods and services which have no impact to product conformity, including but not limited to: office supplies, landscaping services, janitorial services, legal services, etc, also known as "Type III" suppliers.