

 Tico Electronics Contract Manufacturing Services - COSTA RICA -	Technical note Of Compras	Page 1 Of 4
	Términos y Condiciones de Compra	Version: 04
	NT-COM -05	Date: 17-ago-2021

Made By: Adolfo Ramirez	Approved By: Maria Salazar Arce
--------------------------------	--

Terms and Conditions applied to all Tico Electronics Suppliers of raw material, supplies and Finishing Process

1. Terms of Agreement

The Purchase Order, along with this document, specifications, drawings, notes, instructions and other information, whether physically attached, included or referenced within the Purchase Order, constitutes the complete and exclusive agreement between Tico Electronics and the Supplier identified in the Purchase Order. The presentation of the Purchase Order by Tico Electronics is conditional upon the Supplier's acceptance. In addition, any term(s) different from those of the Purchase Order, or additional terms, whether communicated either orally or written, regardless of the timing, are invalid and non-binding, even if the Supplier's intent agrees with Tico Electronics. Supplier's written acceptance of the Purchase Order, acknowledgment of receipt of the Purchase Order, or the commencement of performance, constitutes the Supplier's acceptance of these terms and conditions. In the event of a pre-existing agreement (e.g. LTA "Long Term Agreement") covering the purchase of the products or services in the Purchase Order exists between the Supplier and Tico Electronics, the terms of said agreement shall supersede any inconsistent terms contained in this document.

2. Definitions

- 2.1 The "Delivery Date" represents the date product or services are to be received by Tico Electronics.
- 2.2 "Purchaser" or "Buyer" is the company requesting products or services from the Buyer, i.e. Tico Electronics.
- 2.3 "Supplier" – the official business name of the individual, partnership, company, corporation, etc. providing product or services to Tico Electronics.
- 2.4 "Intellectual property" includes, whether tangible and intangible, (i) copyright and other rights related to works of authorship around the world
- 2.5 "Pre-existing materials" represent any intellectual property or tangible personal property of either the Supplier or Tico Electronics, created prior to the date of the Purchase Order or beyond its scope.
- 2.6 "Products" represent specified tangible assets requested in the Purchase Order.
- 2.7 "Services" represent the activities specified in the purchase order that the Supplier will provide to Tico Electronics.
- 2.8 "Subcontractor" represents a third party that performs the work under an agreement (a "subcontract") with or for the Supplier.
- 2.9 "Provider Staff" represents the Supplier's employees, consultants, agents, independent contractors and subcontractors.
- 2.10 "Third party intellectual property" represents the intellectual property rights of a third party that the Supplier uses for the work required to fulfill the requirements of the Purchase Order.
- 2.11 "Purchase Order" refers to the official purchasing document of Tico Electronics which stipulates part number, description, quantity, price, and delivery date required, shipping

instructions and mutually agreed upon between the Supplier and Tico Electronics.

- 2.12 "MRR" (Material Review Report) refers to the document that Tico Electronics uses to notify a Supplier that a product has been rejected by the Incoming/Receiving Inspection department.
 - 2.13 "Corrective action" is the action taken to eliminate the cause of a detected nonconformance/Non-compliance with a requirement.
 - 2.14 "Nonconformity" Non-fulfillment of a requirement.
 - 2.15 "NDA" (Non-disclosure Agreement) refers to an agreement signed between the Supplier and Tico Electronics that states, among other things, that neither party will share product details or specifications, intellectual property, or company information with outside parties. Can also be called a Confidentiality Agreement.
 - 2.16 "Acts of God" or "Force Majeure" refers to events, outside the control of the Supplier and Tico Electronics such as coups, civil wars, hurricanes, tornadoes, earthquakes, avalanches, floods, tsunamis, Terrorist attacks, strikes, pandemics, etc. that would inhibit activity on either's part.
 - 2.17 Fixture or Tool: Precision machining manufactured based on drawings, for use in production.
- ### 3. Deliveries
- 3.1 The delivery dates will be confirmed by the Supplier via email, Tico Electronics will take these dates as real and committed on the part of the Supplier, and therefore plan their production accordingly.
 - 3.2 If the Supplier detects that it cannot meet the promised delivery dates, it must immediately inform Tico Electronics regarding the delay and provide a recovery plan to catch up all resulting past due deliveries. This communication must be made in writing via email. Tico Electronics will then review the revised plan and provide feedback, either as an alteration or approval of the proposed delivery dates.
 - 3.3 Any additional costs to deliver product by the due date stated in the Purchase Order (e.g. expedited delivery charges), beyond the original stated cost, will be the responsibility of the Supplier. Tico Electronics shall be exempt from any additional cost due to delays in Supplier shipments.
 - 3.4 The Supplier must properly handle and package product and their subsequent delivery in the best possible way. Tico Electronics, however, will not assume any packaging costs that are beyond the normal requirements, unless there is a special requirement in which both the parties agree in writing.
 - 3.5 Products delivered to Tico Electronics must be clearly identified with the part number, description, lot number, , manufacturing date (if applicable) and expiration date (if applicable).
 - 3.6 Any delivery must be made to the address in the Purchase Order, Tico Electronics will not assume any cost to rectify the delivery to an incorrect address.
- ### 4. Advance or arrears in deliveries

Made By: Adolfo Ramirez

Approved By: Maria Salazar Arce

- 4.1 Tico Electronics will be able to change the delivery plan as required, either to pull in or push out delivery dates, without additional costs or changes in the unit price set forth in the Purchase Order. Supplier will be notified in writing of such changes. The Supplier shall do its best to implement the requested changes as soon as possible. All changes to delivery dates shall be subject to Supplier approval.
- 4.2 Except for the delivery dates specified and agreed upon in the Purchase Order, any other estimate, plan, or forecast provided by Tico Electronics shall only be used by the Supplier for production planning purposes. Tico Electronics is not obligated or committed to buying said quantities by those dates.
5. Prices
 - 5.1 Tico Electronics will pay the agreed upon price as stated in the quotation provided by the Supplier and stipulated in the Purchase Order. No price changes will be accepted once the Purchase Order has been confirmed and accepted. In the case that the Supplier is no longer willing to meet the price as originally stated, Tico Electronics reserves the right to cancel the Purchase Order without incurring any additional expense.
6. Terms of payment
 - 6.1 Tico Electronics will pay the Supplier's invoice per the terms stated in the Purchase Order.
7. Quality and Inspection (for products that apply)
 - 7.1 All products delivered to Tico Electronics must comply with all quality specifications indicated in the drawings, and/or technical specifications for the product.
 - 7.2 All product must be accompanied by its certificate of compliance (CofC), Certificate of Material, MSDS (material safety data sheet) as applicable, along with any other requirement(s) stated in Tico Electronics' Supplier Quality Requirements form NT-COM-02, available on our website www.ticoelectronics.com under the Quality tab.
 - 7.3 Payment of invoices is subject to the Quality department's approval, by approved inspection of product listed and invoiced.
 - 7.4 In the case of product or service (e.g. finishing) reject due to a quality non-conformance, Tico Electronics will send a MRR (materials reject report) to the Supplier to inform them of the reason for the rejection. The Supplier shall then respond as soon as possible regarding the disposition of the non-conforming parts: replacement, return of the item(s) for review and verification, or scrap/disposal at Tico Electronics.
 - 7.5 Any costs incurred during rework of a non-conforming product will be assumed by the Supplier, to be applied as a credit against payment of the invoice. The Supplier reserves the right to perform the rework at their facility but will be responsible for transportation cost of said non-conforming product.
 - 7.6 If the Supplier discovers that there is a no-conformity or suspects one to exist in any of the products or services delivered to Tico Electronics, the Supplier must immediately send written notification (within 24 hours of discovery). The notification shall include:

- 7.6.1 The part number of the product or service in question,
- 7.6.2 A description of the no-conformity.
- 7.6.3 The quantity, shipment date, purchase order number, and carrier tracking number of the shipment.
- 7.6.4 Any previous reports of this non-conformity.
- 7.7 Fixtures or Tool: for the manufacture of these components the following is requested from the suppliers:
 - 7.7.1 Any indication of modification to the component that is not in the plan must be authorized in writing by a person from Tico Electronics with the respective authority.
 - 7.7.2 All the parts must be packaged individually, avoiding the damage between parts and labeled to identify each part of the fixture.
 - 7.7.3 The Seller must mark the parts according to the PN indicated in the engineering drawing.
8. Records inspection
 - 8.1 The Supplier shall retain complete and accurate records showing traceability of products provided to Tico Electronics. Documents should be kept in accordance with the requirements referenced in Tico electronics Supplier Quality Record form NT-COM-02, available on the website.

The documents to be kept are:
 - 8.1.1 Production Travelers/Work Orders
 - 8.1.2 Inspection logs and checklists
 - 8.1.3 Materials Certificates (raw material, chemicals, etc.)
 - 8.1.4 Certificates of Conformity
 - 8.1.5 Invoices
 - 8.1.6 Certificates of subcontracted processes (chemical and thermal treatments, inspections, etc.)
9. SUB-CONTRACTING
 - 9.1 The Supplier agrees to obtain the buyer's written approval before subcontracting for this purchase order or any part therefore; however, this requirement does not apply to the purchase of standard commercial supplies or raw materials in which the Supplier incorporates or modifies into the product supplied to Tico Electronics.
 - 9.2 The sub-contracted process shall be handled under the following terms:
 - 9.2.1 The Supplier must visually inspect the parts sent by Tico Electronics to report any esthetic anomaly that may generate a non-conformity. Supplier shall also confirm the quantity of parts shipped matches the shipping documents (e.g. Commercial Invoice). Supplier shall immediately report these and any other issues to Tico Electronics for review and possible return. Tico Electronics shall assume any related transportation costs if applicable.
 - 9.2.2 During the subcontracted process the Supplier shall isolate any damaged parts, and physically mark them with red tape or tag them with "SCRAP" in order to prevent these parts from mixing with good parts.

Made By: Adolfo Ramirez

Approved By: Maria Salazar Arce

- 9.2.3 If during the process the Supplier detects a disproportionate amount of damaged parts, Supplier shall stop processing and assess if the process is outside of control limits. If so, the Supplier must notify Tico Electronics to determine whether to send a technical or quality representative to assess the process, or to send replacement parts.
- 9.2.4 With each of the partial deliveries, the supplier must inform the total number of damaged parts according to the purchase order that is in process. Tico Electronics must be posting the damaged parts for each purchase order separately, so that when it finishes the same make a total count of the red pieces.
- 9.2.5 The percentage of acceptable SCRAP is a 3%, therefore, an economic indemnity must be paid to Tico Electronics, equivalent to the cost of the raw material damaged, if any, or the cost of the part before being shipped (raw material + machining + finishing + assembly) for each of the parts damaged by the supplier Or, the payment will be for the amount that exceeds the 3%.
- 9.2.6 Are excluded from these charges by Scrap any development of prototype, lots of very low volume and parts with a degree of complexity quite high, all these exceptions will be analyzed between buyer and supplier separately, this payment only applies to production work, previously approved by FAI.
- 9.2.7 When the final batch of parts is ready to be sent to Tico Electronics, it must be coordinated with the corresponding Buyer to determine if the scrap parts must be returned to Tico electronics or retained by the service provider.
- 9.2.8 (only for national suppliers) The vendor must send the assigned DUA number as well as the partial word on the invoice if it is a partial delivery of the lot, so that the incoming staff of Tico Electronics identifies the Sub contract for the control of the remaining outstanding parts.
- 9.2.9 (only for national suppliers) If the delivery is for the total of the work, in the same way the number of DUA is requested identified on the invoice and if the work had red parts, the red parts identified and separated from the group of good parts must be sent, or a report of Scrap where it is Cantabile Hoist the red pieces.
- 9.2.10 If the red pieces of scrap or the scrap report is not delivered, the work will not be terminated and until one of the two is received that proves the total entry of the same pieces is the same that came out, the payment of the corresponding invoice will be processed.
- 9.2.11 When there are quality rejections in the parts delivered, the following options will be given:
- 9.2.11.1 If the parts cannot be reworked, the supplier must send a credit note corresponding to what exceeds 3% of Scrap accepted

- 9.2.11.2 The supplier must reprocess the parts if it is possible to make the Re-work.
- 9.2.11.3 (if applies) Tico Electronics will take care of the rework of the pieces only and exclusively if it is a minimum rework and it has the capacity, machines or personnel to do it, each case will be evaluated separately between both parties.

10. Declarations and guarantee

10.1 The supplier declares and guarantees:

- 10.1.1 He has all the power to expose and fulfill the obligations of the purchase order that Tico Electronics Sends.
- 10.1.2 He has the right to not accept a purchase order whose price or payment terms cannot be fulfilled.
- 10.1.3 The work to be done in order to comply with the purchase order does not infringe the rights of intellectual property, rights of publicity or privacy, or any other right of third legal in accordance with the current law of the Government that governs it.
- 10.1.4 will not disclose confidential information in any case or intellectual property of any of the two parties.
- 10.1.5 The work done by the supplier meets the specifications demanded by Tico Electronics.
- 10.1.6 Meets all quality requirements exposed in the NT-COM-02.
- 10.1.7 You will not disclose any information that can identify an individual (personal data) that works for Tico Electronics.
- 10.1.8 He must not consent to or allow the use of blackmail in order to obtain business with Tico Electronics, but he must denounce to the management any person who incites to do so.
- 10.1.9 For a period of 48 months since PO acceptance by the Buyer, all the supplied products must comply all the specifications and requirements of the regarding Purchase Order, will be fit for your intended use, shall be free of defects in materials and workmanship. To the extent that the products are not manufactured in accordance with the detailed designs and specifications provided by the Buyer, the Supplier shall replace the products or fail to credit the money for the value of the products to the Buyer.

11. Access to supplier's facilities

- 11.1 The buyer, Buyer's customers, and Regulatory authorities will have access to the facilities of the supplier, and all others involved in this order, where they will have access to all procedures, practices, processes, associated documents and records related to any aspect of the execution of Purchase orders between buyer and Supplier, all this under the terms of information privacy of all parties involved contained in the previously signed NDA.

Made By: Adolfo Ramirez

Approved By: Maria Salazar Arce

- 11.2 This right of access shall include the rights to carry out inspections, surveillance and testing, and the right to determine and verify the quality, records and material of the work.
- 11.3 The supplier will not impose any charges related to this right of access.

12. Force Majeure

- 12.1.1 None of the party shall be considered in default of this purchase for any delay or failure to comply with its obligations if is due to a force majeure event.
- 12.1.2 If any force majeure event affects the vendor's ability to perform any part of this purchase order, the vendor shall immediately notify the Buyer and buyer may choose between:
- 12.1.3 Cancel the purchase order or any affected part at no charge
- 12.1.4 Suspend this purchase order or any affected part for the duration of the event of force majeure, with the option of obtaining from another place the products and/or services that are supplied in accordance with that purchase order.

13. Prevention of counterfeit products

- 13.1 The supplier accepts and warrants that there are no counterfeit products present in the materials delivered to the buyer through the implementation of policies that include methods of prevention, detection and mitigation of risk against the use of Counterfeit parts.
- 13.2 The supplier must purchase the parts directly from the original component manufacturer (CMO), Original Equipment Manufacturer (OEM) or to the authorized CMO/OEM Distributor.
- 13.3 The purchase through an independent distributor or broker not authorized by the CMO/OEM is not authorized, unless approved by the buyer in writing.
- 13.4 A certificate of conformity must accompany each product shipment, if an OEM/CMO certificate is not available, the Distributor will provide a verification report of the authenticity of the products supplied.

14. Vendor evaluations

- 14.1 The supplier will be evaluated every 6 months in two categories.
- 14.2 The first category is OTD (on-time delivery) which will be based on to the fulfillment of the Deliveries performed according to the required delivery dates.
- 14.3 The second category is quality, which will be based on the rejection of products that result from the review in the receipt Department of Tico Electronics With respect to the deliveries made. Usually will be notified with a MRR.
- 14.4 If the combined note of these two categories is less or equal to 70%, a Corrective Action will be open to the supplier to provide the measurements required to prevent the low evaluation to be repeated.

- 14.5 If the combined note of these two categories is between 71% and 89%, the provider will have to review for quality system failures, which are affecting Tico Electronics.

- 14.6 If the combined note of these two categories is between 90% and 100% The vendor's performance meets the expectations of Tico Electronics.

15. Validity and termination

- 15.1 The purchase order will remain in effect from the time the vendor receives and confirms it until all materials stipulated are received.
- 15.2 Tico Electronics may terminate the purchase order when it is noticed a Recurrent No Compliance On the part from the supplier on quality, agreed terms and delivery times, That affect Tico Electronics ' relationship with its customers, Without assuming any expense as a result of the cancellation, Tico Electronics must notify via email to the supplier and send sufficient evidence of the NO Fulfillment with one month in advance to the next delivery or final delivery of the product. It will be paid all the works delivered Until The date as long as they don't have MRR open.
- 15.3 Both parties may Rescind the purchase order in case of failure to comply with the agreement on bankruptcy, to protect the law of bankruptcy, affectionation of natural disasters, strikes, coups, terrorist attacks, pandemics or other situations of this kind, notifying by Written via email to the affected Party With enough time before delivery dates Committed.

16. Conflict Minerals

- 16.1 As a responsible company, Tico Electronics is committed to:
- Ensuring respect for human rights and not contributing to conflicts, torture, inhumane treatment, forced labor, child exploitation, or other international human rights violations, crimes against humanity or genocide.
 - Having a socially responsible supply chain and supporting legislation and efforts to eliminate the sourcing of 3TG minerals (Gold, Tungsten, Tin and Tantalum) from the Democratic Republic of the Congo and similar, surrounding countries.

Tico Electronics does not purchase Tin, Tantalum, Tungsten or Gold (3TG) directly from smelters or mines. With various levels within the supply chain that separate us from the mines and smelters from which raw materials are extracted, we rely on our suppliers to determine the sources and conflict status of the 3TG minerals supplied to Tico Electronics.

All Tico Electronics suppliers that supply these types of materials will have to certify that the materials they provide come from mines or foundries in countries outside the conflict zone. For Tico Electronics this verification process is a continuous work procedure with our suppliers to strengthen compliance and ensure that only materials are supplied outside the conflict zone.

If we discover the use of conflict minerals produced in facilities that are not considered "conflict free" in any material, part or component that is purchased for use in our products, Tico Electronics will take appropriate and necessary actions to remove these products from our catalog of raw materials and products with the aim that everything supplied comes from suppliers with a responsible supply chain.