



Terms and Conditions of Sale

Placement of a purchase order with Astonics, Inc. is subject to the following Terms and Conditions of Sale.

1. All materials supplied shall be factory-new unless otherwise stated.
2. Astonics, Inc. Certificate of Conformance will be supplied with each order; Manufacturer's Certificate of Conformance will be supplied (at no charge) if required by the purchase order.
3. Packing slips with customer PO number, part number, and quantity will be included with each shipment.
4. Pricing on each order is firm, unless a change is authorized by both Astonics, Inc. and Customer in writing.
5. Astonics, Inc. will not change any part numbers or material without written authorization from the customer before shipping.
6. Astonics, Inc. will notify customer of any nonconforming product and receive approval before shipping.
7. Astonics, Inc. will notify customer of any changes of facility locations and receive approval before shipping.
8. Astonics, Inc. recognizes that payment of materials before its inspection does not signify its acceptance, and if there is a manufacturer defect, Astonics, Inc. will provide replacements or repair without additional charges. Astonics, Inc. will provide an RMA and freight account number for the return. No further liability, of any kind will be accepted by Astonics, Inc.
9. Astonics, Inc.'s record retention period is 10 years.
10. Astonics, Inc. will provide the right of access to our customers, along with their customers and/or regulatory authority to the applicable areas of all facilities at any level of the supply chain involved in the order, and to applicable records.
11. Per our approved AS9100 registration, Astonics, Inc. flows down appropriate quality requirements to our suppliers.
12. FAIR-First Article Inspection reports are available for a fee, advise if you need this quoted. If a FAIR is required, it must be on the Purchase Order with approval for the charge.

Customer Service: A Sales representative is available Monday through Friday, 7:30 a.m. to 5:00 p.m. Mountain Standard Time and may be reached at 435 586-0902.

Quality Assurance: Astonics, Inc. is AS9100 registered, and a copy of our current registration certificate is available online at <https://www.astonics.com/AS9100D.pdf>

Payment: Payment may be made either by EFT, Check, Money Order, Wire Transfer, COD (under \$500), MasterCard, VISA, or American Express. Credit terms of Net 30 days may be extended to qualified institutions and companies, upon approval.

Same-Day Shipment for Stock items: Astonics, Inc is happy to provide same day shipping on stock items, please make sure your sales rep is aware it needs to ship same day. UPS is the preferred shipping method (domestic and international), orders must be entered before 2:00 PM MST. Fed EX (all options) orders must be entered by 1:00 PM MST.

FOB Point: FOB point for all orders is Cedar City, UT, unless otherwise noted on the Astonics, Inc. order confirmation.

Shipping Charges: Shipping charges are the responsibility of the customer on all shipments. Any disputed shipping charges by the freight company, that were billed to a customer account or consignee billing will be charged back to the customer.

International Orders: All orders of international origin are exported from the U.S. in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited. All duties and taxes will be the responsibility of the customer.

Warranty/Liability: Astonics, Inc. warrants the products to be free from Manufacturer defects for a period of 1 year from the date of shipment. In no event shall Astonics, Inc. liability exceed the buyer's purchase price, nor shall Astonics, Inc. be liable for any indirect or consequential damages. This warranty does not apply to products which have been subject to misuse, including neglect,

accident, modification, or which have been soldered or altered during assembly. Any repair or modification made by the Customer of the parts will void the manufacturer's warranty.

Insurance: Astonics, Inc. is an Authorized Distributor for Radiall. Radiall carries product liability insurance in amounts of 5 million USD per occurrence, and Astonics, Inc. carries general liability insurance in amounts of 1 million USD per occurrence. Additionally, Astonics, Inc. carries Workers Compensation and Automobile insurance. Neither Astonics, Inc., nor our supplier (Radiall), names our Customers as additionally insured. Copies of these policies are kept on file and are available for a confidential review, in person if required.

Scheduling: Orders will be scheduled according to the Customer's Purchase Order requirement and IAW our quoted lead-time whenever possible. If the lead-time for your products exceeds the required PO date, you will receive notification and be allowed to cancel without charge. Once the order is processed and manufacturing has commenced, products built specifically for the order will be NCNR (Non-Cancellable/Non-Returnable). Cancellation charges may be negotiated, not to exceed the cost Astonics, Inc. has incurred up to the point of cancellation request. Astonics, Inc. will make every attempt to accommodate date changes requested by the customer. Astonics, Inc. is committed to on time delivery and will always keep the customer informed if the commit date changes. Astonics, Inc. does not accept any type of late payment fee or penalties. Should there be a case where Astonics, Inc. is unable to perform, or fulfill the conditions established above, upon discussion, cancellation will be accepted at no charge.

Entire Agreement: This document represents the entirety of Astonics, Inc's agreements and liabilities and supersedes and replaces prior agreements and any other written or oral agreement between the parties.