

1. **DEFINITIONS.** The term “Buyer” shall refer to Apex Microtechnology. The term “Seller” shall refer to the supplier designated on the face hereof and shall also include its subcontractors, independent contractors and all other classes of persons performing any type of work under this Order. The terms “good(s)” and “services” shall refer to the materials, supplies, items, equipment, work and/or services covered by this Order. In the event Seller accepts any Order from Buyer’s wholly owned subsidiaries, Seller shall look solely to such wholly owned subsidiary for the fulfillment of any and all obligations for said Order.
2. **ACCEPTANCE.** This purchase order (“Purchase Order”) constitutes an offer to Seller expressly limited to the terms herein. Buyer reserves the right to revoke this offer at any time prior to acceptance. Acceptance shall be accomplished solely by return of an executed acknowledgment copy of this Purchase Order or by delivery of conforming goods or performance of services (the “Goods”). Any terms proposed in Seller’s acceptance of Buyer’s Order which add to, vary from, or conflict, with the terms herein unless expressly agreed to in writing by Buyer’s authorized representative, are hereby rejected. ACCEPTANCE OF THIS PURCHASE ORDER IS EXPRESSLY LIMITED TO THE TERMS HEREOF. IN THE EVENT OF INCONSISTENCY BETWEEN THE TERMS OF THIS PURCHASE ORDER AND ANY PURPORTED ACCEPTANCE, THE TERMS OF THIS PURCHASE ORDER SHALL PREVAIL.
3. **ENTIRE AGREEMENT.** This Order, together with any specifications, schedules, exhibits or amendments which may be referred to herein or attached hereto by Buyer, sets forth the complete and final agreement between the parties, and supersedes any and all prior or contemporaneous oral or written communications relating to its subject matter. Any reference to any proposal, quotation or other communication by Seller shall, unless indicated to the contrary herein, be deemed to be limited to the description of the goods or services and to be limited by the terms set forth or incorporated by reference herein. No change, modification, or revision of this Order shall be effective unless in writing and signed by authorized representatives of Buyer and Seller.
4. **PRICE.** This purchase order shall not be filled at prices higher than those shown on this Purchase Order unless such price increases have been authorized in writing by Buyer. Seller represents that price quoted or paid by Buyer shall not exceed current prices charged to any other customer of Seller for Goods which are the same or similar to the Goods described on the Purchase Order, and Seller shall forthwith refund any amounts paid by Buyer in excess of such price. Buyer shall be entitled at all times to set off any amount owing at any time from Seller to Buyer, against any amount payable at any time to Seller by Buyer. Except as otherwise specifically agreed, the price includes all applicable federal, state and local taxes of any kind in effect on the Purchase Order date. All such taxes shall be stated separately on Seller’s invoice. No extra charges of any kind, including charges for packing or cartage will be allowed unless specifically agreed to by Buyer in advance.
5. **DELIVERY.** TIME IS OF THE ESSENCE WITH RESPECT TO ANY DELIVERY UNDER THIS PURCHASE ORDER. If delivery is not completed within the time specified herein, Buyer reserves the right without liability in addition to its other rights and remedies (a) to terminate this Purchase Order by notice effective when received by Seller as to Goods not yet shipped; and (b) to purchase substitute Goods elsewhere and charge the Seller with any loss incurred. If timely delivery is endangered by Seller, Buyer shall have the right to direct Seller to make shipment by the most expeditious means and the total cost of such expedited shipment and handling shall be borne by Seller. No partial or complete delivery shall be made hereunder prior to the date or dates shown unless Buyer has given prior written consent. Buyer will pay only for maximum quantities ordered. Over shipments will be held at Seller’s risk and expense for a reasonable time while Buyer awaits return shipping instructions from Seller. Goods shipped to Buyer in advance of the schedule as herein set forth, may in Buyer’s sole discretion, be returned to the Seller at Seller’s expense. Any provision herein for delivery of Goods by installment shall not be construed as rendering the obligations of the Seller severable.
6. **PACKING AND SHIPMENT.** Unless otherwise specified, all Goods shall be packed, packaged, marked and otherwise prepared for shipment in a manner which is (a) in accordance with good commercial practice, (b) acceptable to common carriers for shipment at the lowest rate for the particular supplies and in accordance with I.C.C. regulations, and (c) adequate to insure safe arrival of the Goods at the named destination. **Do not use loose fill material in any form.** This includes any small piece of packaging material that can be poured into a container to fill void container space. Some examples of loose fill are packing peanuts, shredded paper or plastic and broken expanded polystyrene (Styrofoam) pieces. There shall be no evidence of loose fill in received containers. Seller shall mark all containers with necessary lifting, handling, and shipping information and Purchase Order numbers, date of shipment, and the names of the consignee and consignor. An itemized packing sheet must accompany each shipment. No partial or complete delivery shall be made hereunder prior to the date or dates shown unless Buyer has given prior written consent.
7. **FREIGHT; TITLE AND RISK OF LOSS.** Unless otherwise specifically provided on the face of this Order, the goods shall be delivered on a Delivered Duty Paid (DDP) basis, as defined in the International Chamber of Commerce’s Incoterms 2000, to Buyer’s destination specified on the face of this Order. Any freight charges invoiced to Buyer, either by Seller or the carrier, will be charged back to or paid by Seller. If the face of this Order designates an ExWorks or FCA Incoterm, Buyer will be responsible for freight charges to the destination designated on the face hereof. Any costs incurred by Buyer as a result of Seller’s failure to comply with Buyer’s routing instructions shall be borne by Seller. Notwithstanding any prior inspections, and irrespective of the Incoterm point named herein, Seller shall bear all risks of loss, damage and destruction to the goods until final acceptance by Buyer at the destination specified on the face of this Order. Further, Seller shall bear the same risks with respect to any goods rejected by Buyer or as to which Buyer has revoked its acceptance, from the time of such rejection or revocation. Title to and risk of loss of the goods shall pass to Buyer upon final acceptance.

8. **WARRANTIES.** Seller warrants that all goods and services furnished hereunder shall: i) be free from defects in workmanship, material, manufacture, and design (where design is Seller's responsibility); ii) comply with the requirements of this Order, including all drawings and specifications incorporated herein and samples furnished by Seller; iii) perform as specified herein or otherwise represented by Seller (even if such representations do not appear on the face hereof, notwithstanding the provisions below; iv) be merchantable and fit and sufficient for the use intended by Buyer; and v) be free and clear of any lien or other adverse claim against title. The foregoing warranties are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by Buyer. Buyer's approval of Seller's material or design shall not relieve Seller of the warranties set forth herein. Seller's warranty shall be effective for a period of time as set forth on the face of this Order. If no such period is stated, the warranty shall be effective for a minimum period of one (1) year from the date of Buyer's acceptance. This warranty shall run to Buyer's customers and users of its products. If any goods or services furnished hereunder do not meet the warranties specified herein, Buyer may, at its option: i) require Seller to correct, at no cost to Buyer, any defective or nonconforming goods or services by repair or replacement; or ii) return such defective or nonconforming goods at Seller's expense to Seller and recover from Seller the Order price thereof; or iii) correct the defective or nonconforming goods or services itself and charge Seller with the cost of such correction. The foregoing remedies are in addition to all other remedies at law or in equity or under this Order and shall not be deemed to be exclusive.
9. **INVOICES AND PAYMENT TERMS.** Each invoice issued as a result of this Purchase Order (a) shall be rendered separately for each delivery; (b) shall not cover more than one purchase order; (c) shall contain the purchase order number under which it is issued; and (d) shall be rendered to the Accounts Payable Department as set forth on the purchase order. Payment of an invoice shall not constitute acceptance of goods or services and shall be subject to adjustment for errors, shortages, defects in the goods or services, or other failure of Seller to meet the requirements of the Order. The invoice payment term of Net 45 days will be calculated from the date the invoice is received by the Accounts Payable Department.
10. **INSPECTION.** Each and every good purchased hereunder is subject to Buyer's inspection and approval at any place the Buyer may reasonably designate. Notwithstanding any prior inspections or payments hereunder, all goods and services shall be subject to final inspection and acceptance at Buyer's plant within a reasonable time (but not less than 90 days) after receipt at destination. Buyer expressly reserves the right, without liability hereunder or otherwise, to reject and refuse acceptance of items which do not conform in all respects to (a) any instructions contained herein; (b) Buyer specifications, drawings, blueprints and data and (c) Sellers warranties and each of them whether such warranties be expressed or implied. With respect to any items which do not so conform, Buyer may in its sole discretion, hold such items for Sellers inspection at Sellers risk upon notification to Seller or return such items to Seller at Sellers expense. Payment for any item shall be deemed an acceptance thereof.
11. **CHANGES.** Buyer may at any time, by written order, suspend performance hereunder, increase or decrease the ordered quantities, or make changes within the general scope of this Order in any one or more of the following: i) drawings, designs, or specifications; ii) method of shipment or packing, and/or iii) time and/ or place of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of this Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and this Order shall be modified in writing accordingly. No claim by Seller for adjustment shall be valid unless asserted within twenty (20) days from the date of receipt by Seller of the notification of change; provided, however, that such period may be extended upon the written approval of Buyer. Changes shall not be binding on Buyer unless evidenced by a writing signed by an authorized representative of Buyer. Nothing in this clause shall excuse Seller from proceeding with this Order as changed.
12. **INDEMNIFICATION.** Notwithstanding any other provision of this Order, Seller shall defend, indemnify and hold harmless Buyer from and against any and all claims, damages, losses and reasonable expenses, whether direct, indirect or consequential, including, but not limited to, liabilities, obligations, costs, expenses (including, without limitation, interest, penalties and attorneys' fees), fines, taxes, levies, assessments, demands, damages and judgments of any kind or nature, to the extent arising directly or indirectly out of or resulting from: i) goods or services supplied or the performance of work by Seller hereunder; ii) Seller's negligence or willful misconduct; iii) the breach by Seller of any provisions hereunder; iv) a claim that the goods or services supplied by Seller infringe any patent, copyright, trademark, trade secret or other intellectual property interest of another; or v) a claim of mechanic's lien or other encumbrance made by a third party. If any Goods furnished by Seller to Buyer shall be held to infringe any such intellectual property right and Buyer is enjoined from using the same, Seller shall exert its best efforts, at its option and expense (a) to procure for Buyer the right to use such Goods free from any liability for infringement, (b) to replace the goods with non-infringement substitute otherwise complying substantially with all requirements of this Purchase Order, or (c) refund the purchase price and all other costs reasonably incurred by Buyer with respect to such goods. Seller shall carry and maintain insurance coverage satisfactory to Buyer to cover its obligations set forth above, and upon Buyer's request, shall furnish Buyer with evidence of such insurance in a form satisfactory to Buyer.
13. **COMPLIANCE WITH LAWS.** Upon acceptance of this Purchase Order, Seller warrants and represents that it has and will continue during the performance hereunder to comply with all relevant provisions of Federal, State and local laws and regulations. Seller shall comply with the Export Control Laws and regulations of the United States and any amendments thereof.
14. **BUYER PROPERTY.** Unless otherwise agreed to in writing, all tooling, equipment or material of every description furnished to Seller by Buyer or specifically paid for by Buyer and any replacement thereof, or materials affected thereto, shall remain the property of Buyer. Such property, while

in Seller's custody or control, shall be held at Seller's sole risk, and shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer. Such property shall be delivered in good condition, normal wear and tear accepted, to Buyer, F.O.B. Buyer's plant, immediately upon request by Buyer. Seller warrants that said items would not be used for any work or for the production of any materials or parts other than for Buyer without Buyer's written permission.

15. **TERMINATION.** Buyer may terminate this Order, for convenience, in whole or in part, at any time by written or electronic notice. Upon any such termination Seller shall, to the extent specified by Buyer, stop all work on this Order, and cause its suppliers or subcontractors to stop work. Charges for any such termination of this Order shall be limited to actual non-recoverable costs incurred by Seller which Seller can demonstrate were properly incurred prior to the date of termination. In no event will Buyer reimburse Seller for goods, inventory or services in excess of those required to meet Buyer's delivery schedule for binding forecasts. Within (30) thirty days from such termination Seller may submit to Buyer its written claim for termination charges, in the form and with the certifications prescribed by Buyer. Failure to submit such claim within such time shall constitute a waiver of all claims and a release of all of Buyer's liability arising out of such termination. (c) Buyer shall pay Seller the amount due for goods and services delivered prior to termination and, in addition thereto, but without duplication, shall pay the following amounts: i) the contract price for all goods and services completed in accordance with this Order and not previously paid for; ii) the cost of unique work in process no more than necessary to meet delivery schedules hereunder; and iii) the costs of paying claims to Seller's suppliers for work directly allocable to the goods or services terminated. There shall be no charges for terminating this Order with respect to standard goods for which there are alternate customers. Buyer shall not be responsible for any commitments made by Seller in advance of those necessary to comply with the schedules set forth in this Order. Payments made under this subparagraph shall not exceed the aggregate price specified in this Order, less payments otherwise made or to be made. Upon payment of Seller's claim, Buyer shall be entitled to all goods, materials and work in process. IN NO EVENT SHALL SELLER BE ENTITLED TO NOR SHALL BUYER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF PREPARING CLAIMS, COSTS OF TOOLING OR EQUIPMENT, OR ANY OTHER EXPENSES OR DAMAGES ARISING OUT OF THIS ORDER OR WITH RESPECT TO THE TERMINATED GOODS OR SERVICES. TERMINATION FOR DEFAULT.
16. **TERMINATION FOR DEFAULT.** Buyer may, by written or electronic notice, terminate this Order, in whole or in part, if Seller: i) fails to make delivery of the goods or perform the services within the time specified herein; or ii) fails to replace or correct defective goods or services in accordance with the provisions of those Paragraphs hereof entitled "Warranty" and "Inspection;" or iii) fails to perform any of the other provisions of this Order or fails to make progress so as to endanger performance in accordance with its terms; or iv) becomes insolvent, files or has filed against it a petition in bankruptcy, or makes an assignment for the benefit of creditors. In the event of such termination, Seller shall transfer title and deliver to Buyer, to the extent directed by Buyer: i) any completed goods and services, and ii) such partially completed items and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as Seller has produced or acquired for the performance of the Order. Prices for partially completed goods and manufacturing material shall be negotiated; however, such prices shall not exceed the Order price per type of goods and services.
17. **ATTORNEYS FEES.** Notwithstanding any provision in this Purchase Order to the contrary, in the event Seller and Buyer are unable to resolve any dispute arising under this Purchase Order and any suit or other judicial proceeding is instituted, or had with reference thereto, the successful party in any such suit or other judicial proceedings shall be paid promptly by the other party an additional amount equal to the successful party's reasonable attorney's fees and costs incurred.
18. **NOTICE OF LABOR DISPUTES.** Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order, Seller will immediately notify Buyer of such dispute and furnish all relevant details. Receipt by Buyer of such notice shall not constitute a waiver of the delivery schedule hereunder.
19. **PATENT LICENSE.** The Seller as part consideration for this Purchase Order and without further costs to the Buyer, hereby grants and agrees to grant to the Buyer and to the extent requested by the Buyer, to the government, and irrevocable non-exclusive royalty free right and license to use, sell, manufacture and cause to be manufactured products embodying any and all inventions and discoveries made, conceived, or actually reduced to practice in connection with the performance of this Purchase Order.
20. **GOVERNMENT CONTRACTS.** If this Purchase Order is issued for any purpose which is either directly or indirectly connected with the performance of a prime contract with the government or a subcontract thereunder, the terms which applicable procurement regulations require to be inserted in contracts or subcontracts will be deemed to apply to this Purchase Order.
21. **NOTICES.** Whenever Seller has knowledge of an actual or potential labor dispute or any event which delays or threatens to delay the timely performance of this Order, Seller shall immediately notify Buyer of such event and furnish all relevant details. Such notice is for informational purposes only and shall not relieve Seller of its obligations to comply with the requirements of this Order. Any additional notice required or permitted to be given will be in writing and will be prepaid, and may be personally served, sent by facsimile, an overnight delivery service, or by first-class mail. Any such notice will be deemed to have been given: (i) if personally given, or sent by a delivery service, when received, (ii) if by facsimile, when sent by machine to the proper address and facsimile number with a confirmatory copy deposited in the mail within one business

day, or (iii) if mailed, three business days after deposit in the United States mail with a correct address. The address of Buyer is Apex Microtechnology, 5980 N. Shannon Road, Tucson, AZ 85741.

22. **QUALITY PROVISIONS.** Seller agrees to adhere and abide to the Buyer's Quality Provision as identified in Annex A. Any deviation or conflict from these Quality Provisions by the Seller must be agreed to in writing by Buyer's authorized representative prior to acceptance of the order.
23. **CONFLICT-FREE MATERIALS.** Seller represents and warrants to Buyer that it has a policy in place to ensure that any conflict minerals such as gold, tantalum, tin and tungsten or their derivatives, which may be in Seller's products, (i) do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country(s); (ii) have been procured through an EICC certification process or an equivalent certification process, ensuring they were not sourced from conflict or war-torn areas; and (iii) are from sources that adhere to the protection of human rights, labor rights and the environment. Upon request of Buyer, Seller shall, at its own cost and expense, promptly provide Buyer with all certificates and/or documents to substantiate its compliance with the foregoing.
24. **BUYER'S AUDIT RIGHTS.** Buyer or Buyer's customer in those situations whereby the Buyer is required by their customer to provide such access shall have the right to audit, inspect, and make copies or extracts of Seller's records and processes associated with Seller's performance under this Agreement at any time with five (5) days prior notice to Seller. Any audit or inspection will occur during Seller's normal business hours. Buyer's right to audit, inspect, and make copies or extracts of Seller's records and processes shall continue for a period of five years following the termination or expiration of this Agreement.
25. **LIMITATION ON BUYERS LIABILITY; STATUTE OF LIMITATIONS.** In no event shall Buyer be liable for anticipated profits or for incidental or consequential damages. Buyer's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Order or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof, which gives rise to the claim. Buyer shall not be liable for penalties of any description. Any action resulting from any breach on the part of Buyer as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued.
26. **WAIVER.** The failure of Buyer to enforce at any time any of the provisions of this Order, to exercise any election or option provided herein, or to require at any time performance by Seller of any of the provisions herewith shall in no way be construed to be a waiver of any such provisions, or the right of Buyer thereafter to enforce each and every such provision.
27. **RIGHTS AND REMEDIES.** The rights and remedies of Buyer set forth herein shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity.
28. **COMPLIANCE WITH LAWS.** Seller shall comply with all federal, state, local and governmental agency laws, ordinances, rules and regulations in the manufacture and sale of the goods and in the performance of services covered in this Order. In addition, Seller shall comply with the Export Control Laws and regulations of the United States and any amendments thereof.
29. **GRATUITIES.** Seller warrants that it has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions or performance of this Order.
30. **GENERAL.** If this Purchase Order is given pursuant to an existing contract, it is also subject to the terms of such contract. In the event of any conflict with the provisions hereof, the contract terms shall control. Seller shall not assign this Purchase Order nor delegate its performance hereunder without the written consent of Buyer. Buyer may assign this Purchase Order at any time without Seller's consent. Waiver by either party of any default by the other hereunder, shall not be deemed a waiver by such party or any other default. This Purchase Order shall be governed by and interpreted in accordance with the laws of the State of Arizona without giving effect to its provisions regarding conflicts of laws. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded in its entirety from this Purchase Order. This Purchase Order constitutes the entire agreement and exclusive statement of the terms between the parties with respect to the purchase and sale of the Goods and services hereunder and supersedes all previous communications, representations or agreements between the parties with respect thereto. No alteration, modification or amendment of any of the provisions hereof shall be binding unless in writing and signed by Buyer's purchasing agent or other authorized procurement representative.

## ANNEX A – APEX MICROTECHNOLOGY QUALITY PROVISIONS

### Quality Provisions

Apex expects its supply base to have a robust quality management system in place that complies with ISO 9001:2015 and/or applicable Military Standards (MIL-STD-883, MIL-S-19500, MIL-PRF-38534, MIL-I-45208). All material shipped will be inspected to Apex's internal specifications. These specifications are referenced on Apex's Purchase Order. Apex's sampling and test plan is per MIL-PRF-38534 (element/package evaluation) as applicable. Supplied material should meet and maintain required capability levels and Suppliers must insure their product conforms to the specification requirements through implementation of SPC and quality control systems. The following is the minimum documents requirements for each supplier:

- 1) Description of the Quality Management System.
- 2) Description of the procedure used by the Supplier for notification of changes in materials or processes.

### General Guidelines/Requirements

Certificate of Compliance - Supplier will provide Apex with a written Certificate of Compliance for each lot or wafer lot to include the following:

- 1) Materials meet requirements of the Apex purchase order. Apex part number.
- 2) Revision from Procurement Spec.
- 3) Quantity.
- 4) Apex purchase order number.
- 5) Supplier's wafer lot number must be clearly identified if component is fabricated in wafer form.
- 6) Supplier's lot number must be clearly identified for components not fabricated in wafer form (e.g., capacitors).
- 7) Authorized signature.
- 8)

Certificate of Analysis - Supplier will provide Apex with a written Certificate of Analysis when specified on the applicable procurement document.

Electrostatic Control – Supplier must take necessary precautions to ensure static sensitive items or repair services to static sensitive items are protected from electrostatic discharges and have an ESD Control Program Plan available for review.

Counterfeit Products - Apex designs its requirements, practices, and methods related to parts management, supplier management, procurement, and response strategies to adhere to the intent of counterfeit electronics parts standard SAE AS5553 and Apex requires our Suppliers to follow the same SAE AS5553 standard.

Packaging - Components, where specified in the procurement spec, shall be packaged in non-static generating carriers, clearly labeled with the following information as a minimum:

- 1) Manufacturer name
- 2) Apex part number - The addition of a suffix or prefix to Apex parts number to indicate custom part is acceptable.
- 3) Quantity
- 4) Apex purchase order number

### Specific Requirements

#### WAFER AND DIE PROVISIONS

Each lot shall be assigned a unique identifier or code to provide traceability and maintain lot integrity throughout the fabrication process. Wafer lot processing, as a homogeneous group, shall be accomplished by any of the following procedures, in accordance with process instructions of all wafers in the lot:

- Batch processing of all wafers in the wafer lot through the same machine process steps simultaneously. Continuous or sequential processing (wafer-by-wafer or batch portions of wafer lot) of all wafers through the same machine or process steps.
- Parallel processing of portions of the wafer lot through multiple machines or process stations on the same certified line. Statistical quality control must assure and demonstrate correlation between stations and separately processed portions of the wafer lot.
  - **NOTE: Process schedules and controls for the above procedures must be sufficiently maintained to assure identical processing.**

- Rework of a wafer (i.e., the strip and re-deposition of a layer to correct a nonconformance to a specification limit) shall not be allowed. Additional etching to correct a nonconformance to a specification's limits (i.e., photoresist strip and recoat, or processing to continue or finish incomplete processing) shall not be considered rework

#### ACTIVE AND PASSIVE COMPONENTS

- Supplier's shipments to Apex shall contain a minimum lot quantity of 500 pieces, unless otherwise specified. Shipments will have a maximum of four lots.
- ELECTRICAL probe tests -100% electrical probe tests shall be performed by the manufacturer, for static parameters only, at an ambient temperature of 25C.
- WAFFLE PACKAGING - Waffle tray packaging shall meet the following requirements:
  - Die from mixed lots shall not be packed together.
  - Dice must be packaged in suitable carriers to isolate one die from the next. Minimum compartment dimensions shall be greater than the actual die size plus two mils to allow ease of die placement and removal. Maximum compartment dimensions shall be small enough to prevent loss of die orientation (this includes the x, y and z dimensions). All die within a waffle pack must be facing up and placed with the same die orientation. Die orientation shall be such that when the waffle pack is opened and the notched corner of the waffle pack is facing the upper left, the die will be in the same orientation as the applicable procurement specification illustration. Exceptions are only allowed with the approval of Apex Purchasing or Apex Quality Manager.
  - Die with ink dot reject marks are not permitted (Known Good Die only) unless otherwise specified in the Purchase Order.
  - Die packaged in conductive waffle packs shall be covered with protective tissue or Tyvek.
  - Die shall be packaged in waffle packs with their own lid as opposed to stacked waffle packs with one lid.

#### ACTIVE COMPONENTS - ADDITIONAL REQUIREMENTS

- Glassivation - The die area, except for bond windows, shall be covered with glassivation to protect from contaminants and accidental bonding.
- Mechanical - Top metallization, back metallization, die geometry, and die thickness shall be in accordance with the applicable component specification.

#### QUALITY ENVIRONMENTAL SYSTEMS

Core components of any quality management system must include the acknowledgment, monitoring and continuous improvement of key business processes.

To support our environmental policy, Apex is/has:

- Developed RoHS and REACH- Compliant products
- Evaluating all purchased products for REACH compliance
- Communicating applicable requirements to our supply base

In support of its (RoHS) Hazardous Substances Reduction initiative, Apex expects you, as a supplier to:

- Provide RoHS-compliant and Pb-free process-compatible parts upon the request of Apex (via component specifications)

Supply of RoHS compliant parts (unless otherwise specified within the purchase order), material content reports, and REACH data.

- Materials with flammable, explosive, reactive, poisonous or radioactive hazards must have an MSDS forwarded to Apex's Purchasing or Quality Manager who will forward copies to both the safety and facilities personnel.

#### SUPPLIER PRODUCT CHANGE NOTIFICATION

For all items purchased by Apex within the current or previous 5 calendar years, a product change notice (PCN) from the manufacturer is required upon notification of any change affecting form, fit or function. Distributors must forward PCN's from their suppliers for any parts meeting the above requirements to the Purchasing and or Quality Manager.