



ASTEK Corporation Terms and Conditions of Purchase

1. AGREEMENT

- 1.1 **Offer:** These terms and conditions, together with any terms and conditions identified on the face of the Purchase Order and any attachments including a Statement of Work (collectively, "Order"), constitute an offer by ASTEK Corporation ("ASTEK") to purchase products and/or services (collectively, "Products") from the party identified on the face of the purchase order ("Seller").
- 1.2 **Acceptance:** This offer shall become an "Agreement" upon acceptance by Seller. Seller is deemed to have accepted this offer upon the earlier of i) acceptance or acknowledgment of the PO whether orally, in writing or otherwise, ii) commencement of performance called for in the Order, or iii) delivery of Products to ASTEK.
- 1.3 **Precedence:** In the event of a conflict among this Order and any other written agreement between the parties and specifically covering the same goods or services, the terms and conditions of such agreement shall prevail to the extent of such conflict. A conflict between the terms set forth herein shall be resolved with the following precedence: Purchase Order, Statement of Work, these terms and conditions. Notwithstanding the above, this Order shall prevail over any differing or additional terms and conditions proposed by Seller, including, without limitation, those contained in any invoice.
- 1.4 **No modification:** No change or modification of these terms and conditions shall be binding unless agreed to in writing by ASTEK and Seller.

2. PRICES

- 2.1 **Price:** Seller shall sell to ASTEK the Products shown in this Order at the prices specified. Except as otherwise provided in this Order, prices are exclusive of applicable freight charges, duties, and taxes.
- 2.2 **Taxes:** ASTEK shall be responsible for any applicable sales taxes. ASTEK shall include such taxes with the payment or provide Seller with the appropriate information and documentation to support exemption from such taxes. ASTEK shall have no other or further liability to Seller with respect to any tax, duty, and levy or like imposition for which Seller may be liable as a result of the supply of Products.
- 2.3 **Payment:** Due dates for payment of invoices shall be net forty-five (NET45) from the latter of the date of receipt of an appropriate invoice from Seller or the date of receipt of Products. ASTEK may deduct from payment any amount owed by Seller to ASTEK.
- 2.4 **Not acceptance:** Payment by ASTEK shall not constitute acceptance of Products by ASTEK. Additionally, payment by ASTEK shall not impair ASTEK's right to inspect Products or invoke any available remedies.

3. SHIPMENT AND DELIVERY

- 3.1 **Shipment Terms:** Seller shall ship Goods in the method identified by ASTEK to permit Seller to meet the delivery date(s) identified by ASTEK on the face of this purchase order ("Delivery Date"). If Seller ships by any other method, Seller shall pay any resulting increase in the cost of freight. Except as specified below, shipments of Goods shall be FCA (as that term is defined in the Incoterms 2010 handbook) Seller's place of shipment/export, and title and risk of loss or damage shall pass from Seller to ASTEK upon Seller's delivery of the Goods to the designated carrier at the place of shipment/export. If ASTEK agrees to pay for applicable freight charges and duties as part of the purchase price, shipment shall be DDP, and title and risk of loss or damage shall pass from Seller to ASTEK upon Seller's delivery of the Goods to the "Ship To" address identified by ASTEK on the face of this purchase order.
- 3.2 **Costs:** Except as otherwise provided in this Order, ASTEK shall bear all shipping and transport expenses. Seller shall bear all expenses related to handling, packing, packaging, loading and delivery of Goods to the designated carrier, and loading of Goods onto carrier's conveyance.
- 3.3 **Packaging:** Seller shall handle, pack and package the Goods so as to protect the Goods from loss or damage, in conformance with good commercial practice, ASTEK specifications, government regulations (including those applicable to chemicals and hazardous materials) and other applicable requirements. Without limiting the generality of the foregoing sentence, Seller shall use packaging materials, including pallets, that are free of pests and comply with all applicable regulations regarding Solid Wood Packing Materials; Seller shall use recycled or reusable packaging materials and minimize the number of different types of packaging materials whenever possible; and Seller shall comply with all applicable requirements regarding packaging recycling, re-use and return, and furnish to ASTEK, upon request, information or documentation of Seller's compliance. Seller shall be responsible for any loss or damage due to its failure to handle, pack and package the Goods in a proper and lawful manner; ASTEK shall not be required to assert any claims for such loss or damage against the carrier involved. In each shipment, Seller shall include a packing list that contains the following: (a) this Order number; (b) the ASTEK part number; (c) the quantity shipped; and (d) the requested delivery date. The information on the packing list must agree with the information on Seller's invoice.
- 3.4 **Prospective Failure:** Failure to meet the Delivery Date specified on the face of this Order shall constitute a breach of this Order. Seller shall give ASTEK notice of any prospective failure to ship Goods or provide Services in time to meet the Delivery Date. If only a portion of Goods is available for shipment to meet the Delivery Date, Seller shall ship the available Goods unless directed by ASTEK to reschedule shipment. If only a portion of the Services can be performed on the Delivery Date, Seller shall perform such Services unless directed by ASTEK to reschedule performance. Partial deliveries shall be deemed late shipments and be considered complete only when all Goods and Services have been shipped. Notwithstanding the above, upon Seller's notice of any prospective failure to ship Goods or provide Services in time to meet the Delivery Date, ASTEK reserves the right to terminate the Order and any subsequent Orders without any charge or liability.
- 3.5 **Late Shipment:** If, due to Seller's failure to ship Goods in a timely manner, the identified method of transportation would not permit Seller to meet the Delivery Date, Seller shall ship the Goods by air transportation or other means acceptable to ASTEK and shall pay for any resulting increase in the cost of freight.
- 3.6 **Early Shipment:** If ASTEK receives any shipment more than three working days prior to the Delivery Date, ASTEK may either return the Goods or delay processing the corresponding invoice until the Delivery Date.
- 3.7 **Non-Complying Goods:** Seller shall be responsible for all risk and expenses, including transportation charges, associated with (a) the return of all Non-Complying Goods (as defined in section 6.1 below), over shipments, and early shipments returned by ASTEK to Seller; and (b) the shipment to ASTEK by Seller of all repaired, replacement and reworked Goods.

4. CHANGES

- 4.1 **Change or Cancellation:** ASTEK may, without any charge or liability, change or cancel any portion of this Order, provided ASTEK gives Seller notice (a) for customized Goods or Services (i.e., supplied exclusively in accordance with ASTEK's designs or specifications), at least thirty (30) calendar days prior to the Delivery Date; and (b) for all other Goods or Services at any time prior to shipment.
- 4.2 **Actual Costs:** If ASTEK changes or cancels any portion of this Order after the time periods set forth above, ASTEK shall be responsible for any resulting costs incurred by Seller that cannot be avoided by commercially reasonable mitigation efforts.
- 4.3 **Design or Specification Changes:** ASTEK may, without any charge or liability, change, effective upon notice to Seller, ASTEK's designs or specifications at any time prior to shipment of corresponding Goods or receipt of corresponding Services. If any such change directly affects the prices or delivery schedules of Goods or Services, an equitable adjustment may be made, provided that Seller makes a written claim for an adjustment within 30 days of ASTEK's notice and prior to shipment of the Goods or provision of the Services, and provided that such equitable adjustment is documented in writing signed by authorized representatives of both parties. If, after reasonable and good-faith efforts, the parties are unable to agree upon the amount of the adjustment, ASTEK may terminate, without any charge or liability, this Order as to all Goods and Services affected.
- 4.4 **No Process or Design Changes:** Seller shall not, without the prior written consent of ASTEK, make any process or design changes affecting the Goods.
- 4.5 **Part Change Notice:** Seller will send details of any part changes to ASTEK and shall not implement part changes without written approval from ASTEK.

5. QUALITY AND WARRANTY

- 5.1 **Quality Control:** Seller shall maintain an objective quality program for all Goods and Services. When critical items or key characteristics are identified on ASTEK's specifications, Seller shall have a process for ensuring that these items or characteristics conform to the specifications. Seller shall flow down to their sub-tier external providers applicable requirements including ASTEK and customer requirements.
- 5.2 **Conformance Defects and Liens:** Seller warrants that all Goods and Services shall (a) conform strictly to the specifications, design criteria, descriptions, drawings, samples and other requirements described or referenced in this Order or provided by Seller; (b) be free from defects in design, materials and workmanship; and (c) be free of all liens, encumbrances and other claims against title.



- 5.3 **Non-Infringement Warranty:** Seller warrants that all Goods and Services do not and shall not infringe any patent, trademark, copyright, trade secret or other intellectual property right of a third party.
- 5.4 **General Warranties:** Seller warrants that (a) Goods are new and do not contain any used or reconditioned parts or materials, unless otherwise specified or approved by ASTEK; (b) Goods are manufactured by or for the original manufacturer and do not contain any counterfeit materials. (c) Goods and results of the Services do not use or incorporate any freeware, shareware or open source software, unless otherwise specified or approved by ASTEK; and (d) all Services shall be performed in a professional manner.
- 5.5 **Duration of Warranties:** Seller's warranties of conformance, defects and liens shall be in effect for the longer of either (i) Seller's normal warranty period, or (ii) one year following the date of acceptance of the Goods or Services by ASTEK. All other warranties provided by Seller under this Order shall be in effect perpetually.
6. **NON-COMPLYING GOODS AND SERVICES**
- 6.1 **ASTEK's Options:** In addition to the remedies specified in Section 10 below, if any Goods or Service is defective or otherwise not in conformity with the requirements of this Order ("Non-Complying Goods" and "Non-Complying Services", respectively), ASTEK may either (a) return the Non-Complying Goods for repair, replacement or reworking at Seller's expense; (b) repair the Non-Complying Goods itself and recover its reasonable expenses of repair from Seller; or (c) require Seller to re-perform the Services at Seller's expense.
- 6.2 **Time for Compliance:** If ASTEK returns the Non-Complying Goods, Seller shall return the repaired, replacement or reworked Non-Complying Goods no later than five working days after receipt of the Non-Complying Goods from ASTEK. If ASTEK requires Seller to re-perform the Non-Complying Services, Seller shall re-perform the Services within five working days after notice from ASTEK that Services are defective or not in conformity with the requirements of this Order. The cure period specified in Section 10.1 below shall apply only once to any breach of this section 6.
- 6.3 **Failure to Provide Complying Goods:** If Seller fails to return repaired, replacement or reworked Goods to ASTEK within five working days of receipt of Non-Complying Goods, ASTEK may reject the Non-Complying Goods, and Seller shall reimburse ASTEK all associated costs paid by ASTEK. If ASTEK rejects the Non-Complying Goods, ASTEK may terminate this Order and procure, upon such terms and in such manner as ASTEK deems appropriate, replacement goods. Seller shall reimburse ASTEK upon demand for all additional costs incurred by ASTEK in purchasing any such replacement goods.
- 6.4 **Failure to Re-Perform Services:** If Seller fails to satisfactorily re-perform the Services within five working days after notice from ASTEK, ASTEK may terminate this Order and procure, upon such terms and in such manner as ASTEK deems appropriate, replacement services. Seller shall reimburse ASTEK upon demand for all associated costs paid by ASTEK for the Services, as is equitable under the circumstances, and for all additional costs incurred by ASTEK in purchasing any such replacement services.
- 6.5 **End-of-Life Returns:** Where lawfully required, Seller shall accept from ASTEK, without any charge or liability to ASTEK, any material included in the Goods or their packaging by return freight prepaid by ASTEK.
7. **LICENSE**
- 7.1 **License Grant:** If Goods include software, Seller grants to ASTEK a non-exclusive, royalty-free, worldwide license to use, import, reproduce, and distribute the software in object code form for internal use directly or as integrated into ASTEK products. Seller also grants to ASTEK a non-exclusive, royalty-free, worldwide license to use, import, distribute and offer for sale any copies of the software purchased that remain in the original shrink-wrapped packaging. If Goods include documentation, Seller grants to ASTEK a non-exclusive, royalty-free, worldwide license to use, reproduce, distribute and prepare derivative works in ASTEK's name all documentation furnished by Seller. ASTEK may reproduce such documentation without Seller's logo or other identification of source, subject to affixing copyright notices to all copies of documentation, and Seller hereby waives and shall cause to be waived all applicable moral rights with respect to such documentation. These rights with respect to software and documentation shall extend to (a) third parties to use and reproduce the Goods for ASTEK's internal use; and (b) third-party channels of distribution.
8. **INDEMNIFICATION, INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION**
- 8.1 **Intellectual Property in Results of Services:**
- 8.1.1 "Intellectual Property" or "IP" shall mean all inventions, patents (including without limitation applications divisions, reissues, reexaminations, terms extensions, continuations, and any foreign counterparts), works of authorship, copyrights (including without limitation registrations, applications and derivatives), trademarks (including without limitation service marks, trade dress, and other marks identifying a party or its products), designs, processes, mask works, trade secrets, domain names, proprietary technical information and other similar proprietary information tangible and intangible, whether or not registered or registrable.
- 8.1.2 "Pre-existing IP" means IP conceived or developed prior to or independent of performance of this Order. Seller will retain full right, title and interest in and to any Pre-existing IP. Seller will not use any Pre-existing IP in connection with this Order without first obtaining from the owner any rights necessary to enable Seller to fully comply with the terms of this Order.
- 8.1.3 Seller hereby agrees to and does irrevocably assign and transfer to ASTEK all of its worldwide IP in and to all results of the Services. At ASTEK's sole expense, Seller shall execute any documents and take all additional steps as reasonably requested by ASTEK to perfect, record, and register such assignment.
- 8.1.4 Seller hereby grants to ASTEK a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, transferable license with right to sublicense any Pre-existing IP to the extent necessary for ASTEK's full enjoyment and commercial exploitation of the results of the Services as reasonably contemplated by the Order.
- 8.1.5 Indemnification. Seller agrees to defend, indemnify and hold harmless ASTEK and its affiliates, subsidiaries, assigns, subcontractors and customers from and against all claims, losses, demands, fees, damages, liabilities, costs, expenses (including attorneys' fees), obligations, causes of action, suits or injuries of any kind or nature arising from, in connection with or related in any way to any breach or alleged breach of any of the warranties made by Seller or any act or omission of Seller in the performance of this Order.
- 8.2 **Infringing Goods And Services:** Without limiting the above remedy, if ASTEK's use of any Goods or receipt of any Service is enjoined because of any actual or claimed infringement of patent, trademark, copyright, trade secret or other intellectual property right of a third party (collectively, "Infringing Product"), Seller shall at its expense use its best efforts to procure the right for ASTEK to continue using or receiving the Infringing Product. If Seller is unable to do so, Seller shall at its expense (a) replace the Infringing Product with non-infringing goods or service (as applicable) without loss of functionality; (b) modify the Infringing Product to be non-infringing; or (c) if unable to replace or modify the Infringing Product, refund in full all costs paid by ASTEK for the Infringing Product and reimburse ASTEK upon demand for all additional costs incurred by ASTEK in purchasing any replacement goods or services.
- 8.3 **Removal of ASTEK's Trademarks:** Unless otherwise specified or approved by ASTEK, Seller shall remove ASTEK's name and any of ASTEK's trademarks, trade names, insignia, part numbers, symbols or decorative designs from all Goods rejected or returned by ASTEK or not sold or shipped to ASTEK.
- 8.4 **Confidential Information:** Except as required to supply Goods or Services pursuant to this Order or as otherwise instructed by ASTEK, Seller shall not use or disclose any confidential information of ASTEK. Confidential information includes, without limitation, all information designated by ASTEK as confidential; all information or data concerning ASTEK's Goods (including the discovery, invention, research, improvement, development, manufacture or sale thereof) or general business operations (including costs, forecasts, profits, pricing methods and processes); information obtained through access to any ASTEK information assets systems ("IA/S"), including but not limited to, computers, networks and voice mail; and any other information that is of such a nature that a reasonable person would believe it to be confidential.
- 8.5 **Limited IA/S Access:** Seller's access to ASTEK's IA/S is limited to those specific IA/S, time periods and personnel authorized by ASTEK, and is subject to ASTEK information protection policies. Any other access is expressly prohibited. Seller warrants that it shall comply with these obligations and that access granted hereunder shall not impair the integrity and availability of ASTEK's IA/S. ASTEK may audit Seller to verify compliance. Seller warrants that each employee, agent or subcontractor who performs work pursuant to this Order has been informed of the obligations contained herein and has agreed to be bound by them.
9. **LEGAL COMPLIANCE**
- 9.1 **General Compliance:** Seller shall comply with all applicable laws, rules, regulations and product safety requirements.



- 9.2 **Environmental Compliance:** All Goods and their packaging shall comply with all legal regulations, ordinances, decrees, orders, laws, and other rules, including without limitation regulations and provisions relevant to health, safety, human rights, labor, ethics, and the environment (including without limitation the restrictions on materials set forth in the EU Council Directives 2011/65/EC (RoHS) and other country-specific RoHS requirements, and the restriction and notification of substances set forth in EU Regulation EC 1907/2006 (REACH) and the procurement of minerals from areas of conflict).
- 9.3 **Chemical Substances:** Each chemical substance contained in Goods is on the inventory of chemical substances compiled and published by the U.S. Environmental Protection Agency pursuant to the Toxic Substances Control Act; and all required Material Safety Data Sheets, Chemical Safety Data Sheet and other product-content information shall be provided to ASTEK prior to or with the shipment of the Goods and shall be complete and accurate. Seller shall provide product material chemical composition data upon request to verify compliance with applicable product chemical content restrictions.
- 9.4 **Substance Classification:** No Goods nor any component of any Goods contains any "Class I substance" or "Class II substance" as those terms are defined by U.S. law at 42 U.S.C. Section 7671, as now in existence or hereafter amended; or has been manufactured with a process that uses any Class I substance or Class II substance within the meaning of U.S. law at 42 U.S.C. Section 7671j (d) (2), as now in existence or hereafter amended.
- 9.5 **Invoice Certification:** As a condition precedent to payment thereof, Seller shall, upon request, certify each invoice as follows: "We certify that contract deliverables listed hereon were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the U.S. Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof. We further certify that any and all additional contract deliverables shall be produced in compliance with the same requirements."
- 9.6 **Procurement Regulations:** If the Goods and Services are to be sold by ASTEK under a contract or subcontract with the U.S. government, all applicable procurement regulations required by U.S. law or regulation to be inserted in contracts or subcontracts apply to this Order.
- 9.7 **C-TPAT:** In connection with providing Goods and Services to ASTEK, Seller shall comply with Customs-Trade Partnership Against Terrorism (C-TPAT) or equivalent supply chain security measures. When requested by ASTEK, Seller shall demonstrate compliance by providing certification thereof to ASTEK.
- 9.8 **Other Requirements:** ASTEK will have the right, upon reasonable request, to review Seller's processes, books, records, and accounting practices for any transactions related to this Order until five (5) years after delivery of the Goods and/or Services. Seller will maintain complete records including but not limited to cost of all materials and services purchased, work subcontracted to other parties and all payroll costs. All records will be maintained in accordance with GAAP or like accounting rules in other jurisdictions and in such a manner as may be readily audited. A failure to provide such records upon ASTEK'S request shall be deemed a material breach of this Order. ASTEK, ASTEK's customers, and regulatory authorities shall have the right to access Seller's facilities and documentation used to fulfill this Order.
10. **BREACH**
- 10.1 **Breach by Seller:** If Seller breaches any provision of this Order, ASTEK may terminate the whole or any part of this Order, unless Seller cures the breach within ten (10) working days after receipt of ASTEK's notice of breach.
- 10.2 **Definition of Breach:** For purposes of section 10.1 above, the term "breach" shall, without limitation, include (a) any proceeding, whether voluntary or involuntary, in bankruptcy or insolvency by or against Seller; (b) the appointment, with or without Seller's consent, of a receiver or an assignee for the benefit of creditors; (c) Seller's failure to provide ASTEK, upon request, with reasonable assurances of performance; or (d) any other failure by Seller to comply with this Order.
- 10.3 **Termination:** In the event ASTEK terminates this Order in whole or in part as provided above, ASTEK may procure, upon such terms and in such manner as ASTEK deems appropriate, replacement goods or services, and Seller shall reimburse ASTEK upon demand for all additional costs incurred by ASTEK in purchasing such replacement goods or services.
- 10.4 **Rights and Remedies:** The rights and remedies granted to ASTEK pursuant to this Order are in addition to, and shall not limit or affect, any other rights or remedies available at law or in equity.
11. **IMPORT/EXPORT REQUIREMENTS**
- 11.1 **General Compliance:** Seller shall comply with all applicable import and export requirements, and shall furnish to ASTEK, upon request, information or documentation of Seller's compliance, as well as any other information or documentation required to enable ASTEK to comply with such requirements applicable to its receipt of any Goods.
- 11.2 **Certification:** Upon ASTEK's request, Seller shall provide ASTEK with an appropriate certification stating the country of origin for Goods, sufficient to satisfy the requirements of (a) the customs authorities of the country of receipt; and (b) any applicable export licensing regulations, including those of the United States.
- 11.3 **Required Marking:** All Goods shall be marked (or the container shall be marked if there is no room on the Goods themselves or unless exempted from marking) with the country of origin.
- 11.4 **Commercial Invoice:** Seller shall issue a commercial invoice containing, without limitation, the following information: invoice number, invoice date, name and address of the shipper, name and address of the seller (if different from the shipper), name and address of the consignee, name and address of the buyer (if different from the consignee), a detailed description of the Goods, model number, ASTEK part-numbers, serial number of Goods (if goods are serialized), ASTEK-assigned Harmonized Tariff Schedule (HTS) number for the destination country, order number, box number, total number of boxes, total box weight (in kilograms), country of origin, quantities in the weight and measure of the country to which the Goods are shipped, unit price of each Good, value of any customs assists, total invoice value, currency of the invoice, invoice type, Incoterms 2010 term of sale, carrier name and bill of lading number. The invoice must be issued in the language required by the country to which the Goods are shipped.
- 11.5 **Importer of Record:** If any Goods are imported, Seller shall when possible allow ASTEK to be the importer of record, unless otherwise specified or approved by ASTEK. If ASTEK is not the importer of record and Seller obtains duty drawback rights to the Goods, Seller shall furnish to ASTEK, upon request, information and documentation required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to ASTEK.
12. **MISCELLANEOUS**
- 12.1 **No Assignment:** Seller shall not assign its rights or obligations without ASTEK's prior written consent. Any attempted delegation or assignment shall be void.
- 12.2 **Waiver:** The waiver of any term or condition of this Order must be in writing. No such waiver shall be construed as a waiver of any other term or condition, nor as a waiver of any subsequent breach of the same term or condition.
- 12.3 **Choice of Law:** Without reference to any conflict of law provisions, this Order shall be interpreted and governed by the laws of the state or locality of Colorado Springs, Colorado, USA. Seller hereby consents to the jurisdiction and venue of the courts of such state or locality.
- 12.4 **LIMITATION OF LIABILITY:** TO THE FULLEST EXTENT PERMITTED BY LAW, UNLESS EXPRESSLY PROVIDED OTHERWISE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY. NOTWITHSTANDING THE FOREGOING, SELLER SHALL BE RESPONSIBLE FOR ANY DAMAGES OF ANY KIND UNDER SECTIONS 8 AND 9 ABOVE AND FOR CLAIMS OF BODILY INJURY OR DEATH.
- 12.5 **Non-Restrictive Relationship:** Nothing in this Order shall be construed to preclude ASTEK from producing, distributing or marketing the same or similar goods or services as the Goods or Services provided under this Order or purchasing such same or similar goods or services from other third parties.
- 12.6 **Severability:** If a body of competent jurisdiction holds any term or provision of this Order to be invalid or unenforceable, such term or provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Order will remain in full force and effect.
- 12.7 **Insurance:** When providing Services to ASTEK, Seller will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect ASTEK in the event of such injury or damage and will be in compliance with any and all laws, regulations or orders. Seller further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Seller in the jurisdiction or jurisdictions in which Seller's operations take place.
- 12.8 **Product Discontinuance:** Seller shall provide ASTEK written advance notice (hereafter "Product Discontinuance Notice" or "PDN") of any product discontinuances as soon as possible but no later than six (6) months before the Last Buy Date (LBD). At a minimum, a PDN shall include: ASTEK part numbers, planned substitutions, and last order and shipment dates.