

### Purchase Order Terms and Conditions

1. **ACCEPTANCE AND COMPLETE AGREEMENT.** This Purchase Order constitutes the Buyer's offer to the Seller and is not an acceptance by the Buyer and shall become a binding contract incorporating the terms and conditions set forth herein upon acceptance by the Seller. Acceptance of this offer by the Seller should be made by (a) executing and returning an acknowledgement copy or (b) delivering of any goods ordered herein or (c) rendering any service ordered herein. Any additional or different terms and conditions proposed by the Seller which differ from are in addition to terms and conditions contained herein shall be void and of no effect whatsoever unless expressly consented to in writing by the Buyer. Seller acknowledges that it has in its possession all applicable specifications, drawings, and documents, including statements of work, necessary to perform its obligations under this Purchase Order at the price and scheduled stated on the Purchase Order, authorization or attachments. All such documents shall be deemed part of this Purchase Order.
2. **PACKING AND SHIPPING.** The goods purchased hereunder must be suitably packed and prepared for shipment to secure the lowest reasonable transportation rates and appropriately packed as to comply with any specific transportation requirements of Buyer in accordance with the Uniform Freight Classification Rules and Regulations and Carrier Tariffs. All charges for packing, crating and transportation are included in the price for the goods set forth herein and will be paid by the seller except as otherwise specifically stated on the Purchase Order. Buyer shall not be obligated to accept any shipments in excess of its ordered quantity and any excess or advanced shipments may be returned at the Seller's expense. Shipment costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order shipped on time. All shipments to be forwarded on one day via one route shall be consolidated and shipped to protect lowest possible transportation charges. Delays in shipment including the reasons therefore, shall be reported immediately by Seller to Buyer. Two copies of Packing Lists showing Purchase Order number must be attached to each shipment and each box in the shipment must be labeled, so as to provide information in accordance with Buyer's current packing identification standards, included but not limited to: description of material, quantity, Purchase Order Number Purchase Order line number, and Buyer part number. In case of international shipments, Label and all documents also must disclose "Country of Manufacture". No charge to Buyer will be made for packing, marking, or shipping unless agreed upon by Buyer at the time of purchase. Damage to any material not packaged to ensure proper protection will be charged to Seller or, at Buyer's option, the material will be returned at Seller's expense for replacement. Deliveries are F.O.B. Destination, unless otherwise specified in writing by the Buyer. When shipment is F.O.B. Destination, title, and risk of loss and damage shall remain with Seller until delivery at the Buyer's specified delivery point and Buyer shall not be required to serve any claims against any carrier. Seller shall make no declaration concerning value of goods shipped, except as contractually obligated by the Purchase Order herein. All tools, equipment or material of every description furnished to Seller by Buyer, or specifically paid for by Buyer shall be and remain property of Buyer. Such property, while in the Seller's custody or control, shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense, and shall be subject to removal at Buyer's written request, in which event Seller shall promptly prepare for shipment (including without limitation, indicating such returned property on the delivery ticket or packing slip) and shall redeliver such property to Buyer in the same condition as originally received by Seller, except reasonable consumption or wear and tear. Buyer reserves the right to route all shipments. Delays in shipment shall be reported immediately by Seller to Buyer. Every package or other shipping unit, bill of lading, shipping memorandum and invoice must be marked with Buyer's Purchase Order number. Seller's Serial numbers, as applicable, must be shown on shipping papers and invoices
3. **CANCELLATION.** Time is of the essence in this order. Buyer reserves the right to cancel this order, or any portion of this order, without liability, if; (1) delivery is not made when and as specified; (b) Seller fails to meet contract commitments as to exact time, price, quality or quantity; (c) Seller ceases to conduct its operation in the normal course of business; (d) Seller is unable to meet its obligations as they mature; (e) proceedings are instituted against Seller under the bankruptcy laws or any other laws relating to the relief of creditors; (f) a receiver is appointed or applied for by Seller; or (g) any assignment is made by Seller for the benefit of creditors. Buyer also reserves the right to cancel for any other reason permitted by the Uniform Commercial Code in effect in the state where Buyer has signed this order.
4. **INVOICE AND PAYMENT.** Invoices must bear exact price, sales tax (if applicable) and terms and conditions of the Purchase Order. Buyer's Purchase Order number must appear on all invoices. A separate invoice shall be issued for each shipment. Unless otherwise specified on the Purchase Order, no invoice shall be issued prior to shipment of goods and no payment shall be made prior to the receipt of goods. If delivery is made by carrier, an itemized delivery ticket or packing list bearing the Buyer's Purchase Order number and Buyer's part number must be left with the goods to insure their receipt. The payment period, including any discount period, will be from the date of the receipt of the goods and a correct invoice is received. In case of errors on an invoice, the payment period, including the discount period, will be from the date of the receipt of the corrected invoice. Payment for tooling Purchase Orders will be made at 30% of the Tooling Order cost upon confirmation of the Purchase Order and receipt of the Seller's first invoice. The initial tooling payment will not be subject to the standard terms but will be expedited for immediate processing. Buyer will make second payment of 30% of the tooling costs upon receipt of samples and completion of first article approvals. Buyer will pay the balance of 40% of the tooling order after full approval. All monies paid are refundable to the Buyer if the tooling does not produce the parts that conform to agreed specifications. Buyer shall not be liable for any federal, state or local taxes unless Buyer cannot supply an appropriate tax exemption certificate. Any applicable taxes shall be separately stated on the face of this Purchase Order and separately invoiced.
5. **WARRANTIES.** Seller warrants that:
  - a. Price. The prices for the goods sold to Buyer under this order are not less favorable than those currently extended to any other customer for the same or like articles in comparable or less quantities. Seller has good title to the goods and has conveyed such good title to Buyer pursuant to the terms of the Purchase Order.
  - b. Quality. All goods delivered will conform to the requirements of this Purchase Order (including all applicable descriptions, specifications, drawings and statements of work), will be free from defects in material and workmanship and will, be free from defect in design and fit for the intended purposes, to the extent not manufactured pursuant to detailed designs furnished by Buyer. All materials, supplies, parts, components and equipment incorporated in the goods shall be new and suitable for their intended purposes unless otherwise consented to in writing by Buyer.
  - c. Compliance with Laws. In the performance of this order, Seller will comply with all applicable Federal, State, Foreign and local laws and ordinances and all lawful orders, rules and regulations thereunder, including the Fair Labor Standards Act, 1938, as amended (29 U.S.C. Sec 201-219), the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. Sec 34-45), the Contract Work House Standards Act (40 U.S.C. Sec. 327-330), Occupational Health and Safety Act (Pub L 91-596), and all lawful rules and regulations thereunder, and, on its invoice or in other form satisfactory to Buyer, Seller shall submit certification with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.These warranties shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of Purchase Order and such warranties shall run to Buyer and its successors, assigns and customers. If any of the goods infringe on the above stated, Buyer at its option may require Seller either to replace such goods at no increase in price (Seller must pay all repacking, transportation and handling charges to and from Buyer) or to refund the purchase

price and any charges in connection therewith unless specifically stated otherwise in writing by the Buyer.

## 6. INDEMNITY AND INSURANCE

- a. **Patent Indemnity.** Seller, at its expense, shall protect, defend and indemnify Buyer, Buyer's customers, and the users of Buyer's goods against all claims and proceedings alleging infringement of any United States or foreign patent by any goods delivered under this order, and Seller shall hold them harmless from any resulting liabilities and losses, provided Seller is reasonably notified of such claims and proceedings. Seller's obligation shall not apply to goods manufactured pursuant to detailed designs furnished by Buyer nor to any infringement arising from the use or sale of goods in combination with goods not delivered by Seller if such infringement would not have occurred from the use or sale of such goods solely for the purpose for which they were designed or sold to Buyer. Seller's obligation shall extend to the U.S. government only if and to the extent Buyer has agreed to indemnify the U.S. Government.
- b. **General Indemnity.** Seller, at its expense, shall Indemnify, defend, and hold Buyer, its members, officers, employees, affiliates, subsidiaries, agents, customers and end users harmless from any and all liability, demands, causes of action or claims, whether well founded or otherwise, including the cost of defending the same, for bodily injury to any person or damage to property, either real or personal, of any person whomsoever in any way arising out of, in the course of, or in the connection with the goods or services purchased hereunder or the operations of the Seller, its agents, affiliates, subsidiaries, suppliers, or employees in carrying out the provisions and terms of this agreement..
- c. **Insurance.** Seller shall maintain such public liability insurance, including products liability, completed operations, contractors liability and protective liability, automobile liability insurance (including non-owned automobile liability) and Workmen's Compensation, and employer's liability insurance as will adequately protect Buyer against such damage, liabilities, claims, losses and expenses (including attorney's fees) as are described in this paragraph 6. Seller agrees to submit certificates of insurance evidencing its insurance coverage when requested by Buyer.

7. **INSPECTION AND REJECTION.** Buyer shall notify Seller if any goods delivered hereunder are rejected, and at Buyer's election and Seller's risk and expense, such goods shall be held by Buyer or returned to Seller. No replacement or correction of non-conforming goods shall be made by Seller unless agreed to in writing by Buyer.

Upon Buyer's request, Supplier shall deliver to Buyer data, records, and other materials to evidence testing, inspection, Conflict Minerals Use and Conflict Mineral Controls and compliance with law, including, without limitation, anti-bribery and anti-corruption laws and quality assurance actions. Additionally, Buyer has the right to conduct onsite audits of the Supplier, the Deliverables and compliance with law, including, without limitation: (a) inspecting the deliverables, and/or work in process on the Deliverables, and/or (b) conducting compliance audits, quality control measures and tests at Supplier's or sub-supplier's premises. Without cost to Buyer, Supplier shall provide facilities and assistance to Buyer audits, inspections and tests. Buyer shall not be liable for any reduction in value of samples used, nor shall any Deliverables rejected be submitted to the Buyer. Buyer's audit(s) and/or inspection of the Supplier or Deliverables, or the failure to audit or inspect, does not constitute acceptance of any work-in-process or finished Deliverables, does not remove responsibility of the Supplier for compliance with the terms of any Purchase Order or Contract. Nothing in Purchase Order or Contract relieves the Supplier of its responsibilities or warranties. Likewise, Buyer's audit, test or approval of any design, drawing, material, process (including, without limitation, Supplier's Quality Assurance System) or specifications will not limit or waive the Buyer's rights under this Purchase Order or Contract. Nothing in Purchase Order or Contract releases the Supplier from obligation of testing, inspection, and quality control. All goods are subject to final inspection and acceptance by Buyer at Destination

notwithstanding any payment or prior inspection source. Such inspection will be made within a reasonable time after receipt of goods. If Buyer rejects any Non-Conforming goods or products, Buyer may elect to (i) require Seller, at Seller's sole cost and expense, to repair or replace the rejected Goods or Products. At the location specified by the Buyer or (ii) require Seller to provide a full refund of all non-conforming Goods or Products purchased by the Buyer.

8. **CHANGES AND DISCREPANCIES.** Any discrepancies, omissions or lack of clarity in drawings, specifications, or purchase orders, must be referred to the Buyer for written interpretation before this order is processed. Buyer shall have the right at any time before completion of the order, to make changes in quantities, in drawings and specifications, in delivery schedules, and in methods of shipment and packaging. If such changes cause an increase or decrease in price or in the time required for performance, Seller shall promptly notify Buyer thereof in writing and equitable adjustment shall be made. Changes shall not be binding upon Buyer unless evidenced by a purchase order change notice and issued and signed by Buyer.
9. **FORCE MAJEURE.** Seller shall not be liable for any delay or failure to deliver any or all of the goods covered by this purchase order in the event of delay or failure caused by governmental regulations, labor disputes, strikes, war, riots, insurrection, civil commotion, mobilization, explosion, fire, flood, accident, storm or any act of God, failure of crops or supplies, delays of common carriers, embargoes, or other causes beyond Seller's reasonable control. Similarly, Buyer shall not be liable for failure to take delivery of the goods for any of the above causes, or other causes beyond Buyer's reasonable control if they render it commercially impracticable for Buyer to receive or use the goods on a timely basis. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocate production and deliveries among itself and its various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse of nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell nor Buyer obligated to purchase at a later date that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use because of any of the aforementioned causes. No goods are to be tendered by Seller after expiration of the terms specified in this purchase order without consent of Buyer.
10. **REQUIREMENTS FOR FEDERAL SUBCONTRACTORS.** Seller shall comply with all Federal requirements applicable to Federal subcontractors, including without limitation those requirements relating to equal employment opportunity, minority business subcontracting, small business subcontracting, labor surplus area subcontracting and clean air and water, and at the request of Buyer, Seller shall execute and shall be bound by any certifications or agreements incorporating such requirements in forms approved by Buyer.
11. **Confidential Information.** It is understood and agreed that the Discloser and Recipient would like to exchange certain information that may be considered confidential.

To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree to the following.

- a. The confidential information to be disclosed Under this Agreement can be described as and includes:

Technical and business information relating to Discloser's proprietary ideas, patentable ideas, copyrights and/or trade secrets, existing and/or contemplated products and services, software, schematics, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

In addition to the above, Confidential Information shall also include. And the recipient shall have a duty to protect, other confidential and/or sensitive information which is a) disclosed by Discloser in writing and marked as Confidential (or with a similar designation) at the time of disclosure; and/or b) disclosed by the Discloser in any other manner

and identified as confidential at the time of the disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within 30 days of the disclosure.

- b. Recipient agrees not to disclose the confidential information obtained from the Discloser to anyone unless required to do so by law.
- c. This Purchase Order states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification must be made in writing and approved by both parties.
- d. If any of the provisions of this are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

12. **ASSIGNMENTS.** Seller shall not assign, subcontract, or delegate any rights, including rights to money due or to become due hereunder, or delegation of any duties under this order shall be binding, in whole or in part, upon Buyer until its written consent has been obtained, and any assignment, subcontract or delegation in contravention here within shall be null and void.

13. **INSTALLATION.** If this order requires Seller to furnish services of its supervisor expert or other employee in connection with the installation or any other matter under this order to perform work on Buyer's premises, Seller agrees, whether or not a separate charge is made therefore, that such supervisor, expert or other employee of Seller, in performing such services, is not and shall not be deemed to be the agent or employee of Buyer. Seller assumes full responsibility for its acts and omissions and agrees to save Buyer harmless from any claims whatever arising therefrom. Seller assumes exclusive liability for any payroll or other taxes imposed upon the employer by Federal or State law.

14. **DECLINE IN PRICE.** Buyer shall be protected against declining prices on the undelivered portion of this order. Seller may elect to meet price reductions of other vendors or its own lower prices to other purchasers, but if Seller should refuse to do so Buyer shall have the right to cancel any or all of the balance due on this order without cost to Buyer.

15. **NOTICE OF LABOR DISPUTE.** Whenever Seller has knowledge that any actual or potential labor dispute may delay this order, Seller shall immediately notify and submit all relevant information to Buyer. Seller shall insert the substance of this entire clause, in any subcontract hereunder as to which a labor dispute may delay this order. However, any subcontractor need give notice and information only to its next higher tier contractor.

16. **CLEARANCE OF MATERIALS INTENDED FOR PUBLIC RELEASE.** No news release, including photographs and film, advertisements, public announcement, denial or confirmation of same or any part of the subject matter of this order or any phase of any program thereunder shall be made without prior written approval of Buyer.

17. **FORECASTS:** Buyer may provide Supplier with forecasts of its future anticipated Deliverable requirements. Supplier acknowledges that any such forecasts, including, without limitation, Estimated Annual Volumes, are for informational purposes only and are based on a number of factors that may change over time. Buyer makes no representation, warranty, guarantee or commitment of any kind of nature, express or implied, regarding any such forecasts, including, without limitation, with respect to the accuracy or completeness of such forecasts.

18. **EXPORT CONTROL.** Seller hereby certifies that it understands its obligations to comply with International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR) and their authorizing statutes.

- a. Seller shall exercise strict control covering the disclosure of and access to export controlled technical data, information and other items received under this Purchase Order in accordance with Export Control Laws and Regulations.
- b. Seller will indemnify buyer for all liabilities, penalties, losses, damages, costs or expenses that may be

imposed on or incurred by Buyer in connection with any violations of such laws and regulation by Seller.

- c. Seller will comply with the instructions or requirements of any attachment to this Purchase Order or instructions contained therein pertaining to import documentation necessary to comply with U.S. customs regulations.
  - d. Seller agrees, in addition to the above to place the following legend on all export controlled Technical Data obtained, used, generated, or delivered in performance of this Purchase Order; *WARNING—Information Subject to Export Control Laws. This document, or software, if applicable, contains information subject to the Export Administration Regulation (EAR). This information may not be exported, released, or disclosed without first complying with the export licensing requirements of EAR. Include this notice with any reproduced portion of this document.*
  - e. When requested by Buyer's authorized representative or agent, Seller shall promptly and without additional cost, furnish Buyer with any documentation, including import certificates or end-user statements from Seller or Seller's government, which is reasonably necessary to support Buyer's application for U.S. Import or export authorizations.
  - f. Seller shall immediately notify Buyer if it is or becomes listed on any Excluded or Denied Part List of an agency of the U.S. Government or its export privileges are denied, suspended or revoked by the United States Government or the government of the Seller.
  - g. If the government for either Party denies, fails to grant, or revokes any import or export authorizations necessary for the performance of this Purchase Order, that Party will immediately notify the other Party and neither Party shall be responsible for performance or payment under this Purchase Order for directly affected activities.
  - h. Seller shall ensure that it prepares and provides a compliant invoice for each shipment to the Buyer for Buyer's use in effecting an import entry declaration with U.S. Customs & Border Protection (CBP). Seller shall further ensure that the invoice contents accurately and completely reflect the transaction subject to this Purchase Order.
  - i. Should Seller's goods or services originate from a foreign location and are subject to export control laws and regulations of the country in which the goods and services originate, Seller agrees to abide by all applicable Export Control Laws and regulations of that originating country.
  - j. Seller shall comply with all applicable laws, regulations, codes, guidance, and sanctions relating to anti-slavery, child labor or human trafficking in any jurisdiction, ensuring compliance with relevant requirements and that slavery, child labor or human trafficking is not taking place in own business or any part of its supply chain per Dodd-Frank Wall Street Reform and Consumer Protection Act 2010. Seller will immediately notify Buyer if it has reason to believe that it or any member of its Supply Chain is in breach. Buyer reserves the right to immediately terminate this Purchase Order if a breach is determined relevant to this clause.
19. **APPLICABLE LAW.** This order shall be governed by the Uniform Commercial Code of the State in which the Buyer executed this order.
20. **WAIVER.** The right of the Buyer to require strict performance of this order shall not be affected by any prior waiver of course of performance.