

Purchase Order Terms and Conditions

THE PURCHASE ORDER SHALL ONLY BECOME EFFECTIVE WHEN IT IS ACCEPTED BY SELLER. SELLER MAY DEMONSTRATE ACCEPTANCE OF THE PURCHASE ORDER SENT BY BUYER ON THE TERMS AND CONDITIONS PROVIDED HEREIN, WITHOUT ANY MODIFICATION, BY (A) PROPERLY SIGNING IN THE SPACE PROVIDED ON THE OPPOSITE SIDE OF THIS FORM AND RETURNING A COPY TO BUYER; OR (B) SHIPPING ANY PART OF THE ORDER. ACCEPTANCE IS LIMITED TO THE TERMS AND CONDITIONS OF THIS ORDER AND WAIVER, MODIFICATION, OR ADDITIONS TO THE TERMS OF THIS ORDER SHALL BE INVALID UNLESS MADE IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. FURTHER, NO CHANGE OR MODIFICATION OF THIS ORDER SHALL BE ALLOWED AFTER ITS ACCEPTANCE BY SELLER, UNLESS AUTHORIZED BY A CHANGE OF ORDER SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. THIS PURCHASE ORDER INCORPORATES BY REFERENCE ALL TERMS OF THE UNIFORM COMMERCIAL CODE PROVIDING ANY PROTECTION FOR BUYER, INCLUDING, WITHOUT LIMITATION, ALL EXPRESS AND IMPLIED WARRANTY PROTECTION AND ALL BUYER'S REMEDIES UNDER THE UNIFORM COMMERCIAL CODE. SELLER AGREES TO COMPLY WITH THE PROVISIONS OF 29 CFR PART 470 AND FAR CLAUSE 52.219.8 (UTILIZATION OF SMALL BUSINESS CONCERNS).

INVOICING: Seller will deliver a signed original invoice and two copies to Buyer with shipment of goods ordered under each purchase order, or in the event that goods purchased under a single purchase order are shipped in multiple shipments, with each shipment. In the event of such multiple shipments of goods purchased pursuant to one purchase order, Seller must mark the final shipment of goods that complete an order with the following notation "This Shipment Completes Order", and reference the corresponding purchase order number displayed on the opposite side of this document. The invoice, bill of lading, and shipping memorandum will be dated as of the date of actual shipment by Seller. The cash discount period, if any, will date from the actual receipt of acceptable goods at destination or the actual date of receipt of invoice in Buyer's office, whichever is later, and not from the date of invoice. Buyer will pay Shipper net forty-five (45) days following Buyer's receipt and acceptance of the final shipment of goods purchased under each purchase order and corresponding invoice as described above. The parties agree that invoices submitted by Seller more than twelve (12) months after supplying goods shall be deemed barred, time expired and unenforceable.

PRICE: The price indicated in Seller's invoice shall include all taxes and charges except state or local sales and use taxes or similar taxes which Seller is required, by law, to separately state in Seller's invoice and collect from Buyer. Buyer may provide Seller with an applicable exemption certification in lieu of paying such taxes. Seller will not charge Buyer for boxing, packing, crating hauling, storage, or transportation to point of delivery unless previously agreed to, in writing, by Buyer. Seller agrees that any price reduction made with respect to the articles covered by this purchase order subsequent to its placement will be applicable to this order.

SHIPPING: In construing all shipping and delivery terms set forth in this Agreement or any subsequent instructions from Buyer, the parties agree that the Delivered At Place (DAP)

International Commercial Terms 2010 (also known as the Incoterms) shall apply, unless expressly stated otherwise by the Buyer. Seller shall be solely and fully responsible for arranging for the loading, shipment, export, and import of the goods order hereunder in conformity with all US and foreign laws, and, except as set forth herein or pursuant to the DAP Incoterms, shall pay all related fees, taxes, duties, imposts, and costs, including any special export packing, freight, insurance, freight forwarder expenses, and other surcharges such as taxes, license or certification fees, and import or customs duties imposed in connection with the transactions contemplated hereunder. Seller may not add to Buyer's price for the goods additional amounts to cover Seller's costs associated with such delivery terms, including the cost of freight and insurance.

CONFIRMING PURCHASE ORDERS: Orders marked as "Confirming Orders" shall be deemed as already having been placed by Buyer and may not be duplicated by Seller without express written authorization from Buyer. If duplication does occur, Buyer reserves the right to reject all such duplication.

CANCELLATION: Buyer may terminate the right of Seller to deliver the articles if (a) Seller breaches any of the terms and conditions contained herein, or (b) Seller refuses or fails to make deliveries of the articles within the time specified in this purchase order, or any extension thereof, provided, however, that Buyer will not have such right to terminate the right of Seller to deliver the articles when delay of Seller is due to unforeseeable causes beyond the control and without the fault or negligence of Seller including, but not restricted to acts of God, acts of Government, riots, flood, epidemic, quarantine restrictions, strikes, and freight embargoes. In the event that such delay is caused by subcontractors or suppliers, Seller shall notify Buyer of the causes of such delay within ten (10) days of the beginning of such delay. If (i) Seller fails to provide such notification to Buyer regarding a delay caused by subcontractors or suppliers within ten (10) days, or (ii) delivery of the articles is delayed by more than thirty (30) days (whether caused by Seller or its subcontractors or suppliers), Buyer may terminate the right of Seller to deliver the articles.

INSURANCE; LOSS OR DAMAGE TO GOODS. At all times prior to acceptance of the goods by Buyer, Seller will be responsible for such goods, and will reimburse Buyer for all loss and expense incurred by Buyer resulting from damage to or destruction of the goods, or from levy or attachment of any court process or lien thereon imposed as a result of any act or omission of Seller while in Seller's possession, and until such time as the title passes from Seller to Buyer in accordance with these terms and conditions.

TERMINATION: If either party (the "Defaulting Party") becomes insolvent: if the other party (the "Insecure Party") has evidence that the Defaulting Party is not paying its bills when due without just cause, if a receiver of the Defaulting Party's assets is appointed, if the Defaulting Party takes any step leading to its cessation as a going concern, or if the Defaulting Party either ceases or suspends operations for reason other than strike, then the Insecure Party may immediately terminate this order upon written notice to the Defaulting Party, unless the Defaulting Party immediately gives adequate assurance, satisfactory to the Insecure Party of the future performance of this order by the Defaulting Party. If bankruptcy proceedings are commenced with respect to the Defaulting Party and if this order has not been terminated, then the Insecure Party may suspend all further performance of this order until the Defaulting Party assumes or rejects this order pursuant to the Bankruptcy Code or any similar or successor

provision. Any such suspension of further performance by the Insecure Party pending the Defaulting Party's assumption or rejection will not be a breach of this order agreement and will not affect the Insecure Party's right to pursue or enforce any of its rights under this order or otherwise, including Buyer's right to the articles from any other suppliers of Buyer's choice.

SPECIFICATION: Except as otherwise stated, all material or equipment for aircraft construction purchased hereunder must comply with any and all manufacturer, government or industry specifications to which Buyer is subject, including, without limitation, all FAA regulations and all other laws and regulations applicable to aircraft construction in any jurisdiction, in the current form of such specifications as of the date of this order.

INSPECTION: Prior to any acceptance of any articles ordered hereunder by Buyer, all such articles will be subject to the final inspection and approval of Buyer and any such article that does not comply with this order or which contains defective materials or workmanship may be rejected by Buyer (in each case in Buyer's sole discretion), irrespective of date of payment thereof. Buyer may reject certain articles a shipment and accept only the portion of the shipment that is satisfactory to Buyer. In the event of such partial acceptance by Buyer of a shipment, Buyer shall pay Seller only for those articles so accepted and Buyer will have no payment obligations to Seller for the articles in such shipment that Buyer rejects. Title to articles ordered will not pass to Buyer until Buyer inspects and accepts such articles. Buyer may, at Buyer's sole option, hold any articles rejected for cause, for Seller's instructions or return them to Seller at Seller's expense.

INFRINGEMENT: Seller shall defend, indemnify, and hold harmless Buyer, its officers, directors, employees, successors, assignees, and customers against proceedings of law, claims, suits, losses, damages, judgments, liens, costs, and any and all liability expenses (including, without limitation, reasonable legal fees and expenses) arising out of or in conjunction with any claim that the use of articles or materials furnished by Seller hereunder infringes upon any patent, copyright trade secret, trademark, or other proprietary right. Buyer agrees to give Seller notice of any such claim, suit, action, or demand of which Buyer has received notice. Any design development during the manufacture of items becomes the property of Buyer and Seller hereby irrevocably assigns and agrees to assign to Buyer, for good and valuable consideration (receipt of which is hereby acknowledged) all such design developments. No patent application is to be made by Seller in connection with such design development without the written approval of Buyer. If any of the articles ordered hereunder purport to be protected by one or more patents or copyrights, and a decree or judgment be entered in a court of component jurisdiction holding invalid any such patents or copyrights or any of the protection which it purports to give, this purchase order may forthwith be cancelled by Buyer.

WARRANTIES: Seller warrants that the articles to be supplied hereunder are fit and sufficient for the purpose intended; that they are merchantable, of good quality and free from defects, whether patent or latent in material and workmanship, and will conform to all applicable specifications, instructions, drawings, data and samples. Seller warrants that it has good title to all articles supplied and that they are free and clear from all liens and encumbrances. Such warranties shall be awarded to Buyer, its officers, directors, employees, successors, assigns, and customers.

NON-DISCRIMINATION. Seller and any subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans or qualified individuals on the basis of disability, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified protected veterans, qualified individuals with disabilities, and all individuals without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

GOVERNING LAW AND JURISDICTION: Any dispute arising hereunder shall be governed and construed in accordance with the laws of the State of New York, excluding any conflict of laws provision that would cause the law of another jurisdiction to govern. The parties agree that the non-exclusive forum for the resolution of any disputes hereunder shall be the state and federal courts located in the State of New York. Buyer and Seller consent to the non-exclusive jurisdiction of such courts and waive any objection to the commencement of actions in such courts. The United Nations Convention for the International Sale of Goods shall not apply to this order.