

TURBOCOMBUSTOR TECHNOLOGY, INC.
D/B/A PARADIGM PRECISION
STANDARD TERMS AND CONDITIONS OF PURCHASE
MAY 2014

1. DEFINITIONS

Capitalized terms not otherwise defined herein shall have the following meanings:

- A. "Authorized Purchasing Representative" means the individual whose name appears on the face of the Order under "Buyer Name," or who is otherwise designated in writing by Buyer as its authorized purchasing representative.
- B. "Buyer" means Turbocombustor Technology, Inc. d/b/a Paradigm Precision, and any of its subsidiaries or divisions.
- C. "Buyer's Supplier Portal" means Buyer's secure, password protected website, located at www.portal/tct-inc.com.
- D. "Delivery Date" means the date specified in or referenced on a Purchase Order issued by the Buyer
- E. "Intellectual Property" means patented and unpatented inventions and discoveries, pending patent applications, copyrighted works and copyrightable subject matter in published works and unpublished works, pending copyright registration applications, computer software, data, databases and documentation thereof, trade secrets and other confidential information, know-how and proprietary processes, business methods, formulae, designs, models, technical data and methodologies, trademarks, trade names, and other similar intangible assets.
- F. "Master Agreement" means an agreement between the Parties that provides for the Buyer to purchase Products and/or Services from the Seller through the release of Purchase Orders against that Agreement.
- G. "Parties" means Buyer and Seller collectively.
- H. "Products" means those goods, supplies, reports, computer software, data, materials, articles, items, parts, components or assemblies described in the Order.
- I. "Property and Tooling" means all property and tooling (including, but not limited to, all materials, dies, jigs, tools, patterns, molds, tapes, gauges, models, equipment, fixtures, software tools and other items) whether furnished or made available by Buyer or Buyer's customers or fabricated, acquired, or otherwise provided by Seller or its subcontractors, for the use in the performance of the Order.
- J. "Proprietary Information" means all information (including, but not limited to, oral, written, printed, and/or stored information) disclosed, provided, or made available by a party to the other party or otherwise received by the other party in connection with the Order, including, financial information, information regarding manufacturing processes, and product designs, specifications, and reports, in whatever form or medium disclosed, provided, made available or received, that: (1) is considered proprietary or confidential by the disclosing party; or (2) is information received from others that the disclosing party is obligated to treat as confidential. Proprietary Information also includes memoranda, reports, analyses, extracts or notes the receiving party produces that are based on, reflect or contain any of the disclosing party's Proprietary Information. Proprietary Information includes information that is marked as proprietary and/or confidential, as well as information that would reasonably be regarded by the receiving party to be confidential.
- K. "Purchase Order" means a paper or electronic document issued by Buyer to Seller to initiate the ordering of Goods or Services, including any changes, modifications, or supplements thereto. The term Purchase Order may include a Purchase Order issued against a Master Agreement.
- L. "Seller" means the party to whom Buyer is issuing the Order.
- M. "Services" means those services described in the Order, including any goods, supplies, materials, articles, items, parts, components or assemblies incidental to the performance of such services.
- N. "Terms and Conditions" means these Standard Purchase Order Terms and Conditions.

2. SELLER'S OBLIGATIONS

- A. Seller shall comply with the terms of the Order, which terms include, but are not limited to:
 - (1) these Terms and Conditions;
 - (2) the terms of any applicable Master Agreement or Master Purchase Order Requirements Contract;
 - (3) requirements stated on the face of a Purchase Order or expressly incorporated therein by reference on the face of the Purchase Order;

- (4) descriptions, drawings and specifications, including but not limited to, those listed in Buyer's Purchase Order and retrieved from Buyer's Supplier Portal in the Review Item Documentation location;
- (5) quality requirements, including, but not limited to, those referenced on a Purchase Order;
- (6) property and tooling requirements set forth in Buyer's Tooling Purchase Order; and
- (7) shipping instructions, including, but not limited to, those referenced on a Purchase Order.

The documents described in subparagraph (3) through (7) above are hereby incorporated by reference into these Terms and Conditions.

- B. The terms of the Order are limited to the terms identified above. No additional or different terms shall be binding on Buyer or Seller, and Buyer objects to any additional or different terms. Seller shall be deemed to have accepted the terms of the Order by acknowledging Seller's receipt of the Order or by commencing performance of the Order.

3. ORDER OF PRECEDENCE

Any inconsistency between the terms of the Order and the terms of any other document regarding the subject matter of the Order shall be resolved by giving precedence in the following order:

- (a) terms expressly stated on the face of the Order (excluding documents incorporated by reference);
- (b) terms expressly stated on the face of any applicable Master Agreement or Master Purchase Order Requirements Contract (MPO) (excluding documents incorporated therein by reference);
- (c) these Terms and Conditions (excluding documents incorporated by reference or referenced herein);
- (d) terms included in any Statement of Work, if applicable;
- (e) any other documents incorporated by reference or referenced on an Order, Master Agreement, or these Terms and Conditions.

4. BUYER AUTHORIZATION

- A. Buyer's Authorized Purchasing Representative has sole authority to make contractual commitments on behalf of Buyer, to provide contractual direction, and to change contractual requirements as defined in the Order.
- B. Buyer's representatives other than Buyer's Authorized Purchasing Representative may release to Seller Information applicable to the Order. If Seller believes that information so provided to Seller changes the contractual requirements and/or performance of the Order, Seller shall not act on that information and it shall not be contractually effective until Seller receives written contractual direction to act from Buyer's Authorized Purchasing Representative.

5. DELIVERY, SHIPPING, TITLE AND RISK OF LOSS

- A. The contractually required delivery dates are as set forth in the Order. Such delivery dates are the dates on which the Products and/or Services must be received at the location(s) designated by Buyer regardless of the agreed upon shipping terms. The parties agree that time is of the essence in Seller's performance of an Order and Seller shall deliver the Goods and perform the Services by the Delivery Date.
- B. Notwithstanding the Changes clause of the Order, Buyer may make changes to the delivery schedules of the Order without price adjustment or cost impact, provided that such new Delivery Dates are consistent with the lead time, set forth in, or applicable to the Order ("Lead Time"). Modified Delivery dates that are inconsistent with the applicable Lead Time shall be considered Need Dates. If Seller agrees to the Need Date, then the Need Date shall be considered a Delivery Date.
- C. Notwithstanding any provision herein to the contrary, including, but not limited to, the Termination for Convenience clause and the Changes clause, in no event shall Buyer be liable for any costs or expenses incurred in connection with or as a result of: (1) procurement of materials in advance of standard industry Lead Times in effect at the time of such material procurement; and/or (2) commencement of production in advance of Seller's standard Lead Time for the product. Seller understands and agrees any forecast information that Seller may receive from Buyer is for planning purposes only and shall not create an obligation on the part of Buyer to issue Orders for such Products and/or Services.
- D. Without affecting any other rights of Buyer, Buyer may cancel any Orders, in whole or in part, without liability to Supplier, at any time prior to the commencement of Lead Time.
- E. Shipping terms shall be as designated on the Order. Seller must ship strictly in accordance with the instructions and requirements set forth in any shipping instructions provided by Buyer.
- F. Risk of any loss and/or damage to Products occurring before receipt at the specified delivery point in accordance with the Order shall be Seller's responsibility. Title and risk of loss shall pass to Buyer upon receipt at the specified delivery point in accordance with the Order (except as otherwise specified within the Order); however, passing of title shall not relieve Seller of any other obligations under the Order.

- G. All deliveries shall be strictly in accordance with the applicable quantities and schedules set forth in the Order. Unauthorized over-shipments and early shipments may be returned at Seller's expense.
- H. Whenever it appears Seller will not meet the delivery schedule, Seller shall immediately notify Buyer of the reason and estimated length of the delay. Seller shall make every effort to avoid or minimize the delay, including the expenditure of premium time and most expeditious transportation. Seller shall be responsible for any additional cost associated with such requirements and any other costs or damages which Buyer incurs or for which Buyer is responsible as a result of late deliveries.
- I. If Seller is unable to meet the required delivery schedules for any reason, other than a change directed by Buyer, Buyer shall have the option to: (i) cancel the Order, in whole or in part, or (ii) fill such Order, or any portion thereof, from sources other than Seller and to reduce Seller's Order quantities accordingly at no increase in unit price, without any penalty to Buyer.
- J. THIS DELIVERY, TITLE AND RISK OF LOSS CLAUSE DOES NOT LIMIT BUYER'S RIGHTS OR REMEDIES UNDER ANY OTHER PROVISION OF THIS ORDER OR AS PROVIDED BY LAW OR EQUITY.

6. PACKAGING AND PACKING

Seller shall, unless otherwise stated in the Order, prepare and package all Products in accordance with the requirements set forth in Buyer's Shipping and Packaging Instructions. Damage resulting from failure to comply with such requirements will be charged to Seller.

7. ACCEPTANCE AND REJECTION, NONCONFORMING GOODS

- A. Seller shall only tender Goods to Buyer that have passed inspection in accordance with the applicable inspection system and that otherwise conform to all of the requirements of the Order.
- B. Unless otherwise specified in the Order, Buyer's final inspection and acceptance shall be at destination. Notwithstanding (i) delivery of; (ii) payment for; or (iii) use of the Goods, Products and Services shall be subject to final inspection and acceptance by Buyer and, subject to any contrary notice from Buyer, acceptance shall be deemed to have taken place one hundred eighty (180) calendar days after receipt by Buyer of such Products or Services (the "Inspection Period"), unless otherwise specified in the Order or unless there is a change in Buyer's timetable for using the Products or Services that is beyond Buyer's reasonable control, including but not limited to a delay by a customer of Buyer in scheduled delivery of Buyer's products that incorporate the Products or Services, in which case the Inspection Period shall be extended for the length of such delay plus ninety (90) days. Transfer of title to Buyer shall not constitute acceptance.
- C. During the Inspection Period, Buyer may, with respect to Goods that do not conform in any respect to the Order: (i) reject all or a portion of such nonconforming Goods and require delivery of conforming Goods; (ii) accept all or a portion of the nonconforming Goods with a price reduction for the cost of repair or diminution of value; or (iii) make, or have a third party make, all repairs, modifications, or replacements necessary to enable such Products to comply in all respects with the terms of the Order (the "Corrections"). Seller shall be liable to Buyer for all costs incurred or suffered by Buyer in connection with the nonconformance of the Goods or Services in question, including but not limited to the costs of substitute Goods or Services, costs of labor and material to make Corrections (or to have Corrections completed by a third party), shipping costs, expediting fees, late fees or other pass-through charges imposed by Buyer's customer, contract breakage fees, storage and material handling fees, and net costs resulting from having to scrap any Products (all such costs, fees, and similar obligations of Buyer due to such nonconformance, "Defect Costs").
- D. Within thirty (30) days of Seller's receipt of Buyer's notification of a nonconformity, Seller shall investigate the nonconformity, deliver to Buyer a written report of its investigation and conclusions and formulate a corrective action plan acceptable to Buyer. In addition, within five (5) business days of Buyer's request, Seller shall make available to Buyer all records related to conformity of the Goods or Services in question with the Order, including but not limited to all manufacturing records, work instructions, records of all inspections and tests, material quality and content information, shipping and storage information, as well as any records related to the suitability and qualification of Seller's facilities and personnel to produce, test, and/or deliver the Products or Services in question in accordance with the Order (all such records, the "Seller Data").
- E. Neither inspection and acceptance of any Products or Services by Buyer, nor failure by Buyer to inspect and accept or reject Products or Services, shall be deemed to alter or affect the obligations of Seller under the Order or the rights of Buyer and its customers under any Purchase Order, these Terms and Conditions, any other agreement then in effect, or as may be provided by law or equity.

8. INVOICING AND PAYMENT

- A. Buyer shall pay Seller the price set forth in the Order for the Products received. Payment due dates, including discount periods, will be calculated from the date of receipt of Products or the date specified for delivery of Products, whichever is later, under the terms set forth in the Order.
- B. Seller shall submit a separate invoice for each shipment and shall include the following information taken from the Order: Purchase Order number; item number; part number, quantity, unit price, extended item price, and

any discount payment terms. Seller's invoice shall also include: Seller's vendor number, phone number and address; the invoice number, invoice date, total amount due, ship date, and shipper number or packing slip number. No invoice shall be issued prior to shipment of Products.

- C. In the event that the price and/or terms set forth in any invoice differ from or are inconsistent with the price and terms set forth in the Order, the price and terms set forth in the Order control and any different or inconsistent terms are deemed rejected and not part of the agreement between Buyer and Seller.

9. PRICE WARRANTY

Seller warrants that the price does not exceed the price charged by Seller to any other customer purchasing the same or similar products or services in like or smaller quantities/volumes under similar conditions during the period of the Order. Seller shall reimburse Buyer promptly upon the discovery of a violation of this warranty in the amount of the difference between the lower price charged and that charged Buyer.

10. CHANGES

- A. Buyer's Authorized Purchasing Representative may at any time, by written notice to Seller make changes within the general scope of the Order, including changes with respect to: (i) drawings, designs, specifications, planning, and/or other technical documents; (ii) method of shipment, packaging, or packing; (iii) place of delivery; (iv) method or manner of performance or quality requirements (v) quantity of Product (increase or decrease); (vi) delivery schedule(s); or, (vii) Customer flow down requirements ("Changes"). Seller shall immediately comply with such Change(s) upon receipt of notice, irrespective of the failure of the Parties to agree to an equitable adjustment.
- B. Except as otherwise expressly set forth in the Order, if the change causes an increase or decrease in the cost or time required to perform the Order, an equitable adjustment may be made in the price and/or delivery schedule and the Order modified in writing accordingly.
- C. If Seller believes that Buyer's conduct constitutes a Change, Seller shall notify Buyer's Authorized Purchasing Representative immediately in writing as to the nature of such conduct and its effect upon Seller's performance. Seller shall take no action to implement any such Change without written direction from Buyer's authorized procurement
- D. Any claim shall be unconditionally waived unless asserted in writing and delivered to Buyer within fifteen (15) calendar days after the date of the Authorized Purchasing Representative's written notice.
- E. If Seller claims the cost of any property made obsolete or excess, Buyer shall have the right to prescribe the manner of disposition of the property to include the right to acquire that property for the cost claimed.
- F. Buyer has the right to examine any of Seller's pertinent books and records for the purpose of verifying Seller's claim.
- G. Failure to agree to any adjustment shall constitute a dispute within the meaning of the Disputes clause hereof. However, the existence of a dispute shall not excuse Seller from proceeding with the Order as changed.

11. STOP WORK

- A. Buyer may, at any time, by written direction to Seller, require Seller to stop all or any part of the work called for by the Order for a period of up to one hundred and twenty (120) calendar days and for any further period to which the Parties may agree ("Stop Work Period") at each such time. Seller shall immediately comply with the terms of any Stop Work Order at no cost to Buyer.
- B. To the extent a Stop work Order issued under this Stop Work clause is canceled, or the period of the work stoppage specified by the Stop Work Order or any extension thereof expires, Seller shall resume work and the Parties will agree upon a reasonable adjustment to the delivery schedule.

12. LABOR DISPUTES

Whenever Seller has knowledge that any actual or potential labor dispute involving Seller or any tier of Seller's suppliers or subcontractors is delaying or threatens to delay timely performance of the Order, Seller shall immediately give notice to Buyer, together with all relevant information, including, but not limited to, nature of the dispute, estimated duration, labor organizations involved, and estimated impact on Seller's performance of the Order. In addition, Seller shall notify Buyer at least ninety (90) calendar days prior to the expiration of any labor agreement.

13. ADEQUATE ASSURANCE OF PERFORMANCE

- A. If at any time Buyer has reasonable grounds for insecurity whether Seller's performance will be full, timely, and continuing in accordance with the terms of the Order, Buyer may request, by written notice to Seller, adequate assurances in writing that Seller is able and willing to perform all of its respective obligations under the Order.

- B. If Seller does not provide adequate written assurances within fifteen (15) calendar days after Buyer's written notice and request, Buyer may, at its option, treat the Order as breached by Seller.

14. WARRANTY

- A. Seller warrants to Buyer that all Products delivered under the Order will: (i) be free from defects in materials, workmanship, and manufacturing processes; (ii) be suitable for the purposes intended whether expressed or reasonably implied; (iii) conform to the terms of the Order, including but not limited to applicable descriptions, drawings, and specifications; (iv) be free from defects in design, unless the design was furnished by Buyer; and (v) be free of all liens and encumbrances. The articles ordered under this Order and all material and workmanship entering into the performance of the Order may be inspected by Buyer at all reasonable times and places whether during or following manufacture. Seller shall notify Buyer within twenty-four (24) hours of the discovery of any latent defect in the Goods delivered pursuant to this Order or any prior Order. This warranty shall run to Buyer and its successors and assigns and customers.
- B. If any Product fails to comply in any respect with the warranties set forth above, Buyer shall have the option, in its sole discretion, at Seller's expense, to (i) return such Products at Seller's expense and debit Seller's account or demand a refund; (ii) require Seller to promptly make all Corrections necessary to enable such Product to comply in all respects with such warranties; or (iii) make, or have a third party make, all Corrections necessary to enable such Product to comply in all respects with such warranties. Seller shall be liable to Buyer for any Defect Costs related to such failure to comply with the warranties set forth above and Buyer's actions pursuant to this paragraph. In addition, within five business days of a request by Buyer, Seller shall make all Seller Data in connection with the Products in question available to Buyer.
- C. In addition to the Defect Costs, Seller shall be responsible for and shall save and hold Buyer harmless from, and Buyer shall have the right to recover from Seller, any other loss or damage (including consequential damages) that Buyer may suffer, or any other costs that Buyer may incur, as a result of the breach of these warranties. Seller acknowledges that the Goods may be incorporated in aircraft parts manufactured by Buyer. Seller further acknowledges that, in the event those aircraft parts are subject of recall, service letter, service bulletin, airworthiness directive or similar actions as a result of any defects in Goods delivered by Buyer, Seller will indemnify Buyer for any losses related thereto.
- D. The rights and remedies of Buyer set forth in this Warranty clause shall be in addition to, and not in lieu of, any other rights or remedies Buyer may have under the Order, or in law or equity.

15. TERMINATION FOR DEFAULT

- A. Buyer may, by written notice of default to Seller, terminate the Order in whole or in part, if Seller:
 - (1) Fails to deliver the Products or to perform any other obligation hereunder within the time specified in the Order or any extension granted in writing by Buyer;
 - (2) Fails to make progress so as to endanger performance of the Order or to perform any of the other provisions of the Order and does not cure such failure within a period of fifteen (15) calendar days after receipt of the notice from Buyer specifying Seller's failure to perform;
 - (3) Fails to provide adequate assurances of performance in accordance with the Adequate Assurance of Performance clause herein; or
 - (4) Becomes insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or for reorganization, or pursues any other remedy under any other law relating to the relief for debtors, or in the event a trustee or receiver is appointed for Seller's property or business.
- B. If Buyer terminates the Order in whole or in part, Buyer shall have no liability in relation to those Goods not delivered and accepted prior to the termination. Buyer may obtain, under the terms and in the manner Buyer considers appropriate, Products similar to those terminated, and Seller will be liable to Buyer for any excess costs for re-procurement of those Products. However, Seller shall continue the work not terminated. Seller shall also be responsible for any delay and disruption costs incurred by Buyer, and any other costs or damages that Buyer incurs or for which Buyer is responsible as a result of Seller's default.
- C. If the failure to perform is caused by an Excusable Delay, as described in the Excusable Delay clause herein, Seller shall not be liable for any excess costs of re-procurement.
- D. If the Order is terminated for default, Buyer may require Seller to transfer title and deliver to Buyer, as directed by Buyer, any (i) completed Products, (ii) partially completed Products, supplies and materials (including raw material), parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights that Seller has specifically produced or acquired for the terminated portion of the Order; (iii) Property and Tooling; (iv) Intellectual Property; and (v) Seller Data. Upon direction of Buyer, Seller shall also protect and preserve property in its possession in which Buyer has an interest, including any Property and Tooling and Intellectual Property.

- E. If, after notice of termination under this Section, it is determined that Seller was not in default, then the rights and obligations of the Parties shall be determined as if the notice of termination had been issued pursuant to the Termination for Convenience section.
- F. The rights and remedies of Buyer in this Termination for Default clause are in addition to any other rights and remedies provided by law or equity or under the Order.

16. TERMINATION FOR CONVENIENCE

- A. Buyer may, at any time, terminate all or part of the Order for its convenience at any time upon written notice to Seller.
- B. Upon receipt of a written notice of termination, except as directed by Buyer, Seller shall immediately proceed with the following obligations and any other actions directed or authorized by Buyer's Authorized Purchasing Representative, regardless of any delay in determining the amounts due under this Termination for Convenience clause:
 - (1) cease terminated work as of the date specified in the notice;
 - (2) place no further subcontracts or Orders for materials, services, or facilities, except as necessary to complete any continued portion of the Order;
 - (3) prepare and submit to Buyer an itemization of all completed and partially completed Goods and/or Services;
 - (4) deliver to Buyer at the pre-termination Order price any and all Goods completed up to the effective date;
 - (5) if directed by Buyer, deliver any work in process;
 - (6) complete performance of any non-terminated work.
- C. In the event that Buyer terminates the Order for convenience after performance of the work has commenced, Buyer will compensate Seller for the actual and reasonable work in process costs incurred by Seller with respect to Goods required to be delivered within the Lead Time period, calculated from the date of Buyer's notice of termination. Supplier shall use reasonable efforts to mitigate its own and Buyer's liabilities under this Section, including providing prompt notice to all sub-tier contractors. In order to receive compensation, Seller's termination claim must be submitted within ninety (90) days from the effective date of the termination.
- D. Buyer shall not be liable to Seller for any costs or damages except as described above, and in no event will Buyer be liable for lost or anticipated profits, unabsorbed overhead or other indirect costs or for any sum in excess of the price attributable to the portion of the Order terminated.

17. EXCUSABLE DELAY

- A. If the delivery of any Product or the performance of any obligation under an Order is delayed as a result of causes that are, at one and the same time, unforeseeable, unavoidable, outside its control, and without its fault or negligence, or that of any tier of its suppliers, and provided that Seller provides Buyer, within 3 days of Seller's learning of such cause, written notice to the effect that a failure or delay by seller will occur or has occurred ("Excusable Delay"), the schedule for delivery of such Product or performance of such obligation may be revised as determined by Buyer. Buyer may cancel without liability to Supplier its purchase of any Goods affected by Seller's failure or delay in performance
- B. Seller shall give to Buyer prompt notice in writing when it appears that an Excusable Delay will delay the furnishing of Products, and Seller shall provide a recovery plan acceptable to Buyer within ten (10) calendar days after submission of such notice. Notwithstanding the occurrence of an Excusable Delay, Seller shall use its best efforts to mitigate the effects of the Excusable Delay, and Seller shall submit a recovery plan acceptable to Buyer.

18. BUYER ASSISTANCE

In the event that Buyer or Buyer's customer determines that Seller's delay or failure to perform under the Order requires Buyer's or Buyer's customer's technical and/or manufacturing assistance, Buyer may provide technical and/or manufacturing assistance at Seller's cost, at such level and scope, and for such period of time, as is reasonably necessary to remedy and/or mitigate the risk to Buyer or Buyer's customer's production system(s) or schedule(s). This Buyer Assistance clause does not limit Buyer's rights or remedies under any other provision of the Order or as provided by law or equity.

19. INSPECTION AND AUDIT RIGHTS

Buyer and representatives of Buyer's customers shall have the right to inspect all premises where the Order is being performed and the right to review, inspect and test all Products and Services, and all related supplies, components, material and workmanship, and to review all Seller Data, at all places and times including, when practicable, during the period of manufacture or performance and before shipment. If any such inspection or test is required to be made on

the premises of Seller or any tier of Seller's suppliers or subcontractors, Seller shall furnish and require such suppliers and subcontractors to furnish, without additional charge, access to all reasonable facilities, including appropriate office space and assistance necessary for a safe and convenient inspection, test, or review. The rights provided for in this Section 19 shall also be granted by Seller to representatives of any governmental agency having regulatory oversight authority with respect to Buyer or to the Products or Services provided by Seller.

20. PROPERTY AND TOOLING

Except as otherwise specified in the Order, Buyer or Buyer's customer, as applicable, shall own and retain title to: (1) any and all Property and Tooling furnished or made available by Buyer and/or Buyer's customers for use in the performance of the Order; and (2) any and all Tooling fabricated, acquired or otherwise provided by Seller or its suppliers or contractors for use in the performance of this Order. Seller shall not use such Property or Tooling other than in the performance of the Order without Buyer's prior written consent. Seller shall bear all risk of loss, damage or destruction of such Property and Tooling while it remains in Seller's possession, custody or control and Seller shall submit a current inventory of such Property and Tooling at Buyer's request. Buyer reserves the right to audit and inspect the Property and Tooling inventory at any time. Upon completion, expiration, or termination of the Order, Seller shall comply with Buyer's direction regarding the transfer, removal, delivery, retention or destruction of such Property and Tooling.

21. INDEMNIFICATION

In addition to any other provision of this Order, Seller shall indemnify, save, defend and hold harmless, Buyer, its subsidiaries and affiliates and each of their officers, employees, directors, agents and shareholders from any claims, demands, actions, liabilities, losses, costs or expenses, including attorneys' fees, arising from any act or omission of Seller related to the performance of the Order, including, without limitation any relating to or arising out of any sickness, injury or death of Seller's employees or contractors.

22. INSURANCE

- A. Without limitation of Seller's indemnification obligations hereunder, during the entire period of the Order, and irrespective of the place of performance, Seller, at its own expense, shall procure and maintain the following insurance coverage's in the minimum limits indicated:
 - (1) Commercial General Liability coverage, written on an "occurrence" basis with a combined single limit of at least \$2,000,000 per occurrence, and \$4,000,000 in the aggregate, for bodily injury and property damage in a form providing coverage of not less than a standard commercial general liability policy.
 - (2) Aviation Liability coverage, including products and completed operations liability, covering bodily injury and property damage, in an amount not less than \$100,000,000 per occurrence arising or resulting from the performance of the Order
 - (3) Workers' Compensation coverage for all of its employees and representatives as required by the laws of the state(s) or country, as applicable, in which the work is performed.
- B. All insurance required under the Order shall be procured from insurers authorized to do so in the state(s) or country, as applicable, in which the work is performed, and each insurer (including reinsurers) must maintain a financial strength rating of "A-VIII" or better as rated by A.M. Best Key Rating Guide for property and casualty insurers. All of Seller's insurance coverages shall be primary and without contribution from any insurance coverages that may be otherwise carried by Buyer.

23. INTELLECTUAL PROPERTY

- A. If the Order is issued in support of a procurement other than under a Government subcontract: (1) Seller shall retain title to any Intellectual Property authored or developed by Seller prior to the date of the Order that relates to the Goods or Services delivered under the Order, and Seller hereby grants Buyer a non-exclusive, royalty-free, irrevocable, non-terminable, transferable, worldwide right and license to practice and use, and to license others to practice and use such Intellectual Property to the extent necessary to make, have made, sell, and/or offer for sale products, processes, services or inventions incorporating or embodying such Intellectual Property to the extent that such intellectual property would interfere with Buyer's, its subcontractors', or its customers' use and enjoyment of the Goods or Services.
- B. Buyer shall own and Seller hereby acknowledges that any Intellectual Property invented, authored, created, acquired, developed, or first reduced to practice in the performance of the Order, including any improvement or advancement by Seller of any Buyer-provided design or process, shall be owned exclusively by Buyer, and Seller hereby assigns such Intellectual Property to Buyer and further agrees to: (i) execute any and all documents necessary and requested by Buyer to perfect Buyer's title in such Intellectual Property; (ii) obligate Seller's employees and contractors involved in the invention or development of such Intellectual property to execute all documents necessary and requested by Buyer to perfect Buyer's title in such Intellectual Property, including, but not limited to, inventor's declarations and assignments of all right, title and interest that such

employees and/or contractors may have in such Intellectual Property. Buyer hereby grants Seller a limited, non-exclusive, royalty-free, worldwide right and license to use such Intellectual Property for the sole purpose of fulfilling its requirements and responsibilities under the Order.

- C. Seller shall indemnify, defend, and hold harmless Buyer, and any customer of Buyer or Buyer's customers from any and all claims, suits, actions, awards, liabilities, damages, costs related to any actual or alleged infringement of any United States or foreign intellectual property rights (including, but not limited to any right in a patent, copyright, industrial design or based upon misappropriation or wrongful use of information or documents) arising out of the manufacture, sale, or use of the Products or Services by Buyer, or by any customer of Buyer or Buyer's customers, and shall duly notify Buyer of any such claim, suit or action and Seller shall, at its own expense, fully defend any such claim, suit or action on behalf of Buyer or any customer of Buyer or Buyer's customers. Buyer may supersede in the defense of any claim and assume and conduct the defense in its sole discretion. In such instance, Seller shall be relieved of the cost of such defense, but not the cost of any settlement or damages. Buyer will not enter into the settlement of any such claim without Seller's consent, which shall not be unreasonably withheld.
- D. Seller shall not be liable for any claim based upon Seller's compliance with any design or specification provided by Buyer, unless: (i) Seller could have complied with the specification using a design that was non-infringing, (ii) the specification was derived from a specification provided by Seller; or (iii) the Seller knew of a potential claim and did not promptly notify Buyer in writing.

24. PROPRIETARY INFORMATION

- A. Seller agrees that, with respect to all Proprietary Information received from or made available by the other party, or received orally or visually, it shall (i) use such Proprietary Information solely for the purposes of the Order and not for any other purpose (including, without limitation, designing, manufacturing, selling, servicing or repairing products for entities other than Buyer); (ii) maintain such Proprietary Information in confidence and secrecy, and not disclose to any third party or use, directly or indirectly, except as set forth below; and (iii) not reverse engineer, disassemble, or decompile such Proprietary Information. Seller shall protect the Proprietary Information from unauthorized disclosure and use with at least the same degree of care it normally exercises to protect its own proprietary information to prevent undesired dissemination and use thereof, and in no case shall the degree of care be less than reasonable care.
- B. Seller may: (1) copy the Proprietary Information on an as required basis in order to fulfill its obligations under the Order, provided that all such copies or portions thereof bear copies of the original legends (if any); and (2) disclose the Proprietary Information to those of its officers, employees, agents, and others under the receiving party's control (collectively, "Representatives"), who have a need-to-know for purposes of its performance under the Order. Seller shall cause all of its Representatives to observe the terms of this Proprietary Information clause and shall be responsible for any breach of the terms of this Proprietary Information clause by it or its Representatives.
- C. The obligations imposed by this Proprietary Information clause shall not apply, or shall cease to apply, to any Proprietary Information if or when, but only to the extent that, such Proprietary Information: (i) was known to the Seller prior to the receipt of the Proprietary Information hereunder; (ii) (other than by act or omission attributable to the Seller) passes into the public domain; (iii) becomes known to the Seller from sources other than the Buyer under circumstances not involving, to the knowledge of the receiving party, any breach of any confidentiality obligation; or (iv) is independently developed by the Seller who had no substantive knowledge of the Buyer's information or data, as evidenced by the written records thereof.
- D. It shall not be a breach of the confidentiality obligations hereof for Seller to disclose Proprietary Information where, but only to the extent that, such disclosure is required by law or applicable legal process, provided in such case the Seller shall to the extent not prohibited by law and or regulatory process: (i) give the earliest notice practicable to the Buyer that such disclosure is or may be required and (ii) cooperate in protecting the confidential or proprietary nature of the Proprietary Information which must so be disclosed.
- E. Except as expressly provided in this Proprietary Information clause or in the Intellectual Property clause, it is understood that no right in, or license under, any present or future idea, invention, patent, trade secret, proprietary information, copyright, mask work, trade name or trademark is either offered or granted under this Proprietary Information clause, nor may any such right or license be implied by the disclosure or receipt of any information or data hereunder.
- F. In the event that the Parties have previously entered into a nondisclosure agreement or proprietary information agreement, the Parties agree that their rights and obligations with respect to Proprietary Information shall be governed by the most favorable provisions as to Buyer's rights and obligations and protection of Buyer's information as are set forth in such nondisclosure agreement or proprietary information agreement or in this Proprietary Information clause.

25. EXPORT CONTROL

- A. Seller shall comply with the most current laws and regulations of the United States relating to sanctions, exports, imports, and foreign transactions, including, but not limited to: (i) the International Traffic in Arms

Regulations (ITAR) administered by the Directorate of Defense Trade Controls, U.S. Dept. of State, 22 C.F.R. parts 120-130; (ii) the Export Administration Regulations (EAR) administered by the Bureau of Industry and Security, U.S. Dept. of Commerce, 15 C.F.R. parts 730-740; (iii) the Foreign Assets Control Regulations and associated Executive Orders administered by the Office of Foreign Assets Control, U.S. Dept. of Treasury, 31 C.F.R. parts 500-598; and (iv) Title 19 (Customs and Duties) of the Code of Federal Regulations; as well as the applicable laws and regulations of other countries.

- B. Seller shall not disclose any technical data, nor deliver or export any Product manufactured by use of technical data, (1) out of the United States, (2) to a national of a third country, or (3) to foreign persons within the United States, without advance written authorization from Buyer.
- C. If the Order supports commercial aircraft end use, Seller represents and warrants that (1) the Products, and the parts and components thereof, provided under the Order are not "defense articles" (as defined in the ITAR) and (2) the Services provided under the Order are not "defense services" (as defined in the ITAR). Seller affirms that an official capable of binding Seller knows or has otherwise determined that the Products, and the parts and components thereof, are not on the United States Munitions List (as set forth in the ITAR). Upon Buyer's request, Seller shall provide documentation or other information that supports or confirms these representations.

26. TOXIC OR HAZARDOUS SUBSTANCES

- A. Seller warrants that, if the Order involves delivery of any hazardous material, the packaging and shipment of such material will be made in accordance with all applicable Laws, and Seller shall submit a copy of a current Materials Safety Data Sheet (MSDS) to Buyer's Safety Manager prior to delivery of any hazardous material.
- B. Seller further represents and warrants that the Products and any substances contained therein or utilized in the production thereof are not prohibited or restricted by, and will be supplied and utilized in compliance with, all applicable environmental Laws, including but not limited to European Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (hereinafter "REACH"), and that nothing prevents the import, sale, or transport of the Products or substances in Products in any country or jurisdiction in the world and that all such Products and substances are appropriately labeled, if labeling is required, and have been pre- registered and/or registered and/or notified and/or authorized under REACH, if pre-registration, registration, notification, and/or authorization is required. Seller shall bear all costs, charges and expenses related to pre-registration, registration, evaluation and authorization under REACH of the Products and substances in Products that are the subject of the Order.
- C. In addition to the foregoing obligations, Seller shall, at Seller's expense, timely provide Buyer with all relevant information, on the Products and any substances contained therein or utilized in the production thereof, as Buyer determines to be necessary for Buyer and/or Buyer's customers to timely and accurately fulfill their obligations under REACH and other applicable Laws.

27. COMPLIANCE WITH LAWS

- A. Seller warrants that it shall comply with all applicable national, state, provincial and local laws, ordinances, rules, and regulations applicable to the performance of the Order, except to the extent inconsistent with U.S. anti-boycott laws.
- B. Seller shall, at the earliest practical time, notify Buyer if Seller is (i) suspended, debarred, or proposed for suspension or debarment from doing business with the U.S. Government; (ii) listed or is proposed to be listed by the U.S. Government in any "denial orders," as a "blocked person" or "specially designated national" or as a "specially designated terrorist." Any such suspension, debarment, listing or proposal shall constitute cause for Buyer to terminate the Order for default.

28. QUALITY CONTROL

- A. Seller shall provide and maintain a quality control system to an industry-recognized quality control standard and in compliance with any other specific quality requirements applicable to this Order.
- B. Records of all quality control inspection work performed by Seller shall be maintained complete and available for inspection by Buyer and its customers.

29. GRATUITIES

Seller (or any employee, agent, or representative of Seller) shall not offer or provide any gifts, gratuities, or other unauthorized benefits to any employee or representative of Buyer. In the event of any violation of this provision, Buyer may terminate the Order pursuant to the Termination for Default clause herein. The rights and remedies of Buyer in this gratuities clause are in addition to any other rights and remedies provided by law or equity or under the Order.

30. SUBCONTRACTING

- A. Seller shall not subcontract, and shall not permit its first-tier suppliers or subcontractors to subcontract, more than fifty percent (50%) of any Products or Services ordered hereunder, without the prior written approval of Buyer (which approval shall not be unreasonably withheld). Any such approval shall not relieve Seller of responsibility for the performance of its suppliers or subcontractors.
- B. Any subcontract awarded to a "foreign person" (as defined in the International Traffic in Arms Regulations) or to a non-"U.S. person" (as defined in the Export Administration Regulations) must comply with the Export and Import Compliance clause of the Order.

31. DISPUTES

- A. Except as provided below, prior to a Party initiating a formal legal proceeding relating to a dispute under an Order, that party must provide the other with a written request for dispute resolution ("Notice of Dispute"). Each Party shall, within five (5) calendar days of receipt of a Notice of Dispute, designate a representative for negotiating, in good faith, a resolution of the dispute. Should the representatives fail to reach agreement within thirty (30) calendar days of receipt of the Notice of Dispute, executives of each Party shall attempt to resolve the issue within sixty (60) days of receipt of the Notice of Dispute.
- B. For any dispute that cannot be resolved to both Parties' mutual satisfaction within sixty (60) calendar days after the receipt of the Notice of Dispute, or such additional time as the Parties agree upon in writing, either party may bring suit in federal or state court within the state of Florida.
- C. Pending final resolution of any dispute, Seller shall proceed diligently with performance of the Order. These dispute resolution procedures do not supersede, delay, or otherwise affect any rights of termination that are expressly set forth in these Terms and Conditions.
- D. Both Parties agree that, irrespective of the place of performance of the Order, the Order will be construed and interpreted according to the law of the State of Florida, excepting that state's laws on conflicts of law.
- E. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING OR HEARING BROUGHT BY EITHER SELLER AGAINST BUYER OR BUYER AGAINST SELLER ON ANY MATTER WHATSOEVER ARISING UNDER, RELATING TO, OR IN ANY WAY CONNECTED WITH THIS ORDER, THE RELATIONSHIP OF SELLER AND BUYER OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE OR REGULATION NOW OR HEREAFTER IN EFFECT.

32. PAYMENT BY SELLER; SETOFF

With respect to the payment or performance of any obligation, sum or amount owing at any time to Buyer, Buyer shall, at its option, have the right either to (i) invoice Seller directly for such amounts, which invoice shall be paid within thirty (30) days of receipt by Seller or (ii) set such amounts off against, or appropriate and apply them to (a) all deposits, amounts, or balances held by Buyer for the account of Seller and (b) any amounts owed by Buyer to Seller.

33. SPECIFIC PERFORMANCE

Seller agrees that Buyer would suffer irreparable damage in the event that the provisions of this Agreement were not performed in accordance with its specific terms, and that a remedy at law for breach of the provisions of this Agreement would be inadequate. Accordingly, it is agreed that Buyer shall be entitled to an injunction or injunctions to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which Buyer is entitled at law or in equity.

34. ASSIGNMENT

Seller shall not assign including (by operation of law, merger or otherwise) the Order or any of its rights or obligations under the Order without Buyer's prior written consent, and any assignment by Seller without Buyer's prior written consent will be null and void and shall constitute a material breach of the Order.

35. CERTAIN CHANGES

In the event that there is a change in control with respect to Seller, Buyer shall have the right to terminate the Order in whole or part upon thirty (30) days' written notice. Buyer's obligation upon such termination shall be limited to payment for such goods and services actually received during that 30 day period. A change in control shall be deemed to have occurred if there is a change in the beneficial ownership, directly or indirectly, of fifty percent (50%) or more of the ownership interest in Seller. Furthermore, any change in manufacturing or location, including but not limited to any significant process, product, or inspection technique change, shall require notice to and written approval of Buyer before any such activities commence.

36. COMPLETE AGREEMENT

Except as provided in the Proprietary Information clause, the Order is intended by the Parties as a final expression of their agreement, is the complete and exclusive statement of all terms and conditions of agreement with respect to the subject matter hereof, and supersedes and cancels all prior understandings, proposals, communications, and agreements between the Parties, whether written or oral, concerning the matters addressed in the Order.

37. SURVIVAL

The terms and conditions of the Order regarding payment, intellectual property, proprietary information, property and tooling, warranties, disputes, and indemnification, and all others that by their sense and context are intended to survive the performance, termination or expiration of the Order shall survive and continue in effect. If any provision in the Order is or becomes void or unenforceable by force or operation of law, all other provisions shall remain valid and enforceable.

38. NON-WAIVER

A party's failure at any time to enforce any provision of any Order shall not constitute a waiver of such provision or prejudice a party's right to enforce such provision at any subsequent time.

39. RELEASE OF INFORMATION AND ADVERTISING

Seller shall not, without Buyer's prior written consent, make any disclosure, news release or public announcement, denial or confirmation, regarding any part of the subject matter of the Order, or in any manner advertise or publish the fact that Seller has supplied or contracted to supply to Buyer the Products and Services mentioned herein, except as may be required to perform the Order. Seller shall not use Buyer's or Buyer's customers' marks, logos or names, or release photographs of any of Buyer's or Buyer's customers' facilities, products, or personnel, without Buyer's prior written consent.

40. INDEPENDENT CONTRACTOR STATUS

The relationship of Seller to Buyer shall be that of an independent contractor, and nothing herein contained shall be construed as creating any employer/employee, agency, partnership, or other relationship of any kind. Seller's employees, subcontractors, agents or representatives involved in the performance of the Order shall at all times be under Seller's direction and control. Seller shall pay all wages, salaries, and other amounts due such persons in connection with the Order, and shall be responsible for all reports and obligations for such persons, including, but not limited to, Social Security and income tax withholdings, unemployment compensation, worker's compensation premiums, and equal employment opportunity reporting.

41. HEADINGS

The descriptive headings contained in the Order are for convenience of reference only and in no way define, limit or describe the scope or intent of the Order.

42. RETENTION OF RECORDS

Seller shall maintain complete and accurate records and documents supporting all Products and Services provided and costs and expenses incurred by Seller in the performance of the Order. Such records and documents shall be made available to Buyer at Seller's office for examination, reproduction, and audit by Buyer at all reasonable times from the date of the Order until the date that is (i) seven (7) years after final payment under the Order and (ii) the end of the retention period specified in the applicable Order (which may reflect the requirement of Buyer's customer), whichever is later. Seller shall provide assistance to interpret such records and information, if requested by Buyer.