1. DEFINITIONS. “Buyer” means PCC Airframe Products Segment business entity listed as the “Purchaser” or “Buyer” on the applicable Order. “Seller” means the business entity to which this purchase order is addressed, including Seller’s principal if Seller is acting as a broker or agent. “Order” means this purchase order, including all terms and conditions on the face and reverse side and all specifications, quality requirements and drawings referenced herein or attached hereto. “Goods” means those parts, articles, materials, drawings, data, or other property or services that are the subject of this Order.

2. CONTRACT FORMATION. This Order is deemed to constitute acceptance of an offer, such acceptance is expressly made conditional on Seller’s assent to the terms of this Order, and shipment or any part of the Goods or any other commencement of performance will be deemed to constitute such assent. Any additional or different terms in any offer or acknowledgement by Seller are expressly rejected by Buyer and will not be deemed accepted by Buyer unless Buyer’s acceptance thereof is in writing and specified by Buyer. Any such acceptance of the Order by Seller’s acknowledgement, acceptance of payment, or commencement of performance, shall constitute Seller’s unqualified acceptance of this Order.

3. PRECEDENCE. Any inconsistencies in this Order shall be resolved in accordance with the following descending order of precedence:
   a) face of the Order, including any special terms and conditions;
   b) attachments to those Terms and Conditions of this Order applicable;
   c) these Terms and Conditions of Purchase and any schedules hereto, excluding Attachment A; and
   d) the statement of work.

4. INVOICING; PAYMENT; PRICE WARRANTY. A separate original invoice is required for each shipment under this Order. Unless otherwise stated on the Order, Buyer will pay for the Goods within ninety (90) days after the date of Buyer's receipt of the applicable invoice or the date acceptable Goods are received by Buyer (but not earlier than the specified delivery date). Payment will be deemed made on the date Buyer's check is mailed or payment is otherwise tendered. Buyer will have the right to retain any payments otherwise due to Seller under the Order where Buyer disputes, in good faith, that the Seller has properly performed its obligations under the Order. Buyer may make any sums owed to Buyer or retain payment for any present or future claims that Buyer or its affiliates may have against Seller or its affiliates. Seller warrants that the prices charged to Buyer are no higher than the lowest prices charged to any other customer of Seller or any of Seller’s affiliates during the past twelve months for the same or comparable Goods.

5. TAXES. Prices stated include all taxes, impostions, charges and exactions directly applicable to the Goods unless otherwise specified. Notwithstanding the foregoing, Buyer will only be liable for such federal, state and local taxes that Seller is required by law to collect from Buyer. Prices will not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.

6. ORDER CHANGES. Buyer may at any time, by written notice to Seller, make changes in the drawings, specifications, quantities, delivery schedules and shipping instructions under this Order. Seller shall immediately comply with such changes upon receipt of notice, irrespective of the failure of the parties to agree to an equitable adjustment. If any such change increases or decreases the cost of performing or the time required for performance of this Order, an equitable adjustment in prices and schedules shall be considered by Buyer provided that any such claim by Seller for such adjustment is presented in writing with supporting documentation to Buyer within 10 business days from the date of Buyer’s notice to Seller. No changes whatsoever will be initiated by Seller without Buyer’s written approval. Any Seller claim shall not affect the invoice amount owed by Buyer to Seller or receipt payment for any present or future claims that Buyer or its affiliates may have against Seller or its affiliates. Seller warrants that the prices charged to Buyer are no higher than the lowest prices charged to any other customer of Seller or any of Seller’s affiliates during the past twelve months for the same or comparable Goods.

7. SUSPENSION OF WORK. Buyer’s Authorized Procurement Representative may, by written order, suspend all or part of the work to be performed under this Order for not more than one hundred eighty (180) days with thirty (30) days’ notice to Seller. Within such period of any suspension of work, Buyer shall:
   a) cancel the suspension of work;
   b) terminate the Order for convenience;
   c) terminate the Order for default if grounds for default exist;
   d) extend the stop work period.

8. PACKAGING AND CARRYING CHARGES FOR GOODS. Goods will be suitably packaged for shipment in accordance with the Order or, where no packaging requirements are detailed therein, to secure the lowest transportation rates (unless a premium method is specified on the face hereof) and comply with all carrier regulations and requirements of the applicable law. No charges are allowed for packing, crating, freight expenses, or carriage unless authorized by Buyer.

9. DELIVERY. Time is of the essence in the performance of this Order by Seller and Seller will take all necessary action, both normal and extraordinary, to ensure timely deliveries. Unless otherwise stated in the Order, delivery terms are “F.O.B.” Seller’s facility in accordance with Incoterms 2010. Buyer may select mode of transportation, routing of, and carrier for the Goods. Seller will be liable for excess transportation costs resulting from deviation from Buyer’s instructions or promised delivery dates. Title to Goods will pass to Buyer at Buyer’s dock, unless Goods are rejected under Section 11 “Inspection of Goods; Rejection of Goods and Revocation of Acceptance”, it shall be deemed a non-delivery and upon rejection, title and risk in such Good shall revert to Seller. Buyer’s weight and count are conclusive, and Buyer will have no liability for payment for Goods delivered in excess of the quantity ordered. Excess Goods may be returned to Seller at Seller’s expense.

10. DELAYS. If, prior to time for delivery of the Goods, Seller has reason to believe that it will be unable to meet the date for delivery specified on the Order, Seller will notify Buyer as soon as practicable to give Buyer reasonable time to cure the anticipated delay. Upon receipt of notice of the anticipated delay or upon occurrence of an actual delay, Buyer may:
   a) direct expedited tracking of Goods, with excess costs paid by Seller, or
   b) cancel the Order and purchase substitute Goods elsewhere, with resulting excess costs and expenses paid by Seller, or
   c) require Seller to pay Buyer an amount two percent (2%) of the then current price of the delayed Goods, per day of delay until the effective delivery of such delayed conforming Goods to Buyer, up to a maximum amount of fifty percent (50%) of Goods total price as liquidated damages. The aforementioned liquidated damages shall be calculated as of the date of expiration of a grace period of two (2) calendar days from the date specified by Buyer in the Order. These liquidated damages shall be invoiced by the Buyer and paid by the Seller within thirty (30) days following the date of the invoice.

11. INSPECTION OF GOODS; REJECTION OF GOODS AND REVOCATION OF ACCEPTANCE. All Goods and related facilities will be subject to test and inspection by Buyer, Buyer’s customers, and any applicable government agencies at all places and all times, during the period of manufacture. Seller will provide at no cost all reasonable facilities and assistance requested by Buyer for any such inspection or tests conducted at Seller’s premises. Buyer’s action in paying or for accepting any Goods will not constitute a waiver of any rights or remedies of Buyer, including Buyer’s rights to accept and reject, or refuse to accept or reject, and the buyer will hold Buyer harmless against any claim of default or the occurrence of default at Seller’s risk and expense, including transportation costs both ways. Goods, which have been rectified following a rejection, shall be subject to a re-inspection and acceptance. Buyer may, at its option, purchase substitute Goods in lieu of non-conforming Goods, and Seller will be liable for the difference in costs, less expenses saved by Buyer. Buyer’s rights herein will be in addition to all other rights of Buyer under applicable law.

12. QUALITY; WARRANTIES. All Goods delivered will strictly conform to the Order and all applicable specifications, quality documents and drawings, will be of good quality, design, and workmanship, will be free of defects, will be marketable and fit for their intended purpose, and will meet all applicable industrial and governmental safety standards. Seller further warrants that Seller will have title to and the right to sell such Goods at the time of delivery, and that all such Goods will be new (unless otherwise specified in this Order) at the time of delivery. Seller will also transfer to Buyer the warranties on goods and services incorporated into Goods. Seller shall provide a certificate of conformance with each delivery of Goods at no cost to Buyer. Buyer agrees to furnish copies of test and/or control data upon request of Buyer.

13. TOOLING. Buyer, or Buyer’s customers, as applicable, will be the owner of any equipment, tooling or fixtures furnished or paid for by Buyer (collectively, “Buyer Tooling”). Seller will, to the extent feasible, identify Buyer Tooling as Buyer directs and will dispose of Buyer Tooling only in accordance with Buyer’s written instructions. Seller assumes complete liability for any Buyer Tooling in Seller’s possession, custody or control, including any transfer to Seller’s subcontractors, and Seller agrees to pay for all repair, maintenance and replacement of Buyer Tooling. Use of Buyer Tooling is authorized in writing by Seller. Buyer will use Buyer Tooling solely in the performance of Orders for Buyer. Upon request from Buyer, Seller shall provide Buyer a list of Buyer Tooling in Seller’s possession and Buyer may audit such list against Buyer Tooling at Seller’s facilities. Buyer reserves the right to inspect or otherwise audit Buyer Tooling inventory.

14. QUALITY CONTROL. Seller shall establish and maintain a quality control system acceptable to Buyer for the Goods purchased under this Order. Seller shall permit Buyer to review procedures, practices, processes and related documents to determine such acceptability.

15. MATERIALS. If Buyer furnishes any material for fabrication under this Order, then:
   a) Seller will not substitute any other material in such fabrication without Buyer’s written consent;
   b) Buyer’s title to such materials shall not be affected by incorporation or attachment to any other property;
   c) Seller will maintain strict accountability to ensure positive individual lot integrity of finished product, and
   d) all such material (except that which becomes normal industrial waste or is replaced by Seller’s expense) will be returned in the form of product or unused material to Buyer.

16. END OF LIFE. In the event Seller intends to replace or discontinue the manufacture of a Good, Seller will give Buyer at least six (6) months’ prior written notice and accept additional Orders for such Goods until the end of the six (6) month notice period. Seller may not discontinue manufacture of a Good until all outstanding Orders for such Goods have been filled.

17. INDUSTRY SPECIFICATIONS AND STANDARDS. For all military, federal, and industry specifications and standards, Buyer must comply with the most recent revision, in such instance the requested revision will be specified on the Order.

18. RETENTION OF RECORDS. Unless a longer period is specified in this Order or by law or regulation, Seller shall retain all records related to this Order for ten (10) years from the date of final payment received by Seller. Records related to this Order include, but are not limited to, financial, proposal, procurement, specifications, production, test, quality, shipping and export, and certification records. Records pertaining to nonconformance will be retained and available at all reasonable times for the life of the aircraft. At no additional
19. COUNTERFEIT GOODS.
   a. Seller shall not furnish Counterfeit Goods to Buyer, defined as Goods or separately-identifiable items or components of Goods that:
      i) are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, “OEM”) item;
      ii) are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture;
      iii) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design;
      iv) have been reworked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM authentic or new; or
      v) have not passed successfully all OEM required testing, verification, screening, and quality control processes.
   b. To the extent that any Goods or items that contain modifications, repairs, re-work, or re-marking as a result of Seller’s or its subcontractor’s design authority, material review procedures, quality control processes or parts management plans, and that have not been misrepresented or mislabeled within legal right to do so, shall not be deemed Counterfeit Goods. Counterfeit Goods shall be deemed nonconforming to this Order.

20. WORK ON BUYER OR THIRD PARTY PREMISES.
   a) “Premises” as used in this clause means premises of Buyer, its customers, or other third parties where work is being performed under this Order.
   b) Seller shall ensure that Seller personnel working on Premises comply with any on-premises policies and standards:
      i) do not bring weapons of any kind onto Premises;
      ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcohol on Premises;
      iii) do not possess hazardous materials of any kind on Premises without Buyer’s authorization;
      iv) remain in authorized areas;
      v) do not conduct any non-Buyer related business activities (such as interviews, surgeries, or personal solicitation) on Premises;
      vi) do not send or receive non-Buyer related mail through Buyer’s or third party’s mail systems;
      vii) do not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on Premises on Buyer’s written permission or as permitted by law; and
      viii) follow instruction from Buyer in the event of an actual or imminent safety or environmental hazard on Premises.
   c) All persons, property, and vehicles entering or leaving Premises are subject to search.
   d) Seller shall promptly notify Buyer and claims, upon request, of any and all security incidents involving loss or misuse or damage to Buyer, customer, or third party intellectual or physical assets, and all physical alterations, assaults, or harassment.
   e) Prior to Premises, Seller shall coordinate with Buyer to gain access. Seller shall provide information reasonably required by Buyer to ensure proper identification of personnel, including, but not limited to verification of citizenship, lawful permanent resident, or permanent individual or other status. Seller personnel requiring unescorted access to Premises shall, prior to entry, be screened by Seller at no charge to Buyer in a manner satisfactory to Buyer.
   f) Seller shall ensure that Seller personnel will:
      i) do not remove Buyer, customer, or third party assets from Premises without Buyer authorization;
      ii) use Buyer, customer, or third party assets only for purposes of this Order;
      iii) only connect with, interact with or use computer resources, networks, programs, tools or routes authorized by Buyer; and
      iv) do not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. Buyer may periodically audit Seller’s data residing on Buyer, customer, or third party assets on Premises.
   g) Buyer may, at its sole discretion, have Seller remove any specified employee of Seller from Premises and require that Seller personnel be retrained to any Premises under this Order.
   h) Violation of this clause may result in termination of this Order in addition to any other remedy available to Buyer at law or equity. Seller must reimburse Buyer, customer, or third party for any unauthorized use of Buyer, customer, or third party assets on Premises.
   i) Seller shall advise the Buyer Procurement Representative of any unauthorized direction or course of conduct.
   j) Seller shall immediately report to Buyer all emergencies (e.g., medical, fire, spills or releases of any hazardous material) and non-emergencies incidents (e.g., job-related injuries or illnesses) affecting the work performed under this Order. Seller shall provide Buyer with a copy of any reports of such incidents Seller makes to governmental authorities.

21. CANCELLATION.
   b) This Order may be cancelled by Buyer at any time in whole or in part by oral notification followed by written confirmation to Seller. Seller will immediately:
      i) cease performance under the Order upon receipt of notification of cancellation (unless otherwise specified by Buyer)
      ii) return to Buyer all sublicenses or purchase orders for materials, services, or facilities, except as necessary to complete the continued portion of the Order
      iii) terminate all sublicenses and purchase orders to the extent they relate to the work terminated, reimbursed, or required by Buyer
      iv) assign to Buyer, as directed by Buyer, all right, title, and interest of Seller under the sublicenses and purchase orders terminated, and in any case Buyer shall have the right to settle or to pay any termination settlement proposal arising out of these terminations of subcontracts or purchase orders; the approval or ratification will be final for purposes of this Section.
   c) If the Order is terminated by Buyer, transfer title and deliver to Buyer:
      i) (the fabricated or un-fabricated Goods, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
      ii) the completed or partially completed plans, drawings, instructions, tooling, equipment, and other property that, if the Order had been completed, would be required to be furnished to Buyer.

22. ASSIGNMENT; SUBCONTRACTING.
   a) Seller may not assign or subcontract any part of this Order without the prior written consent of Buyer. Seller may not subcontract all or any substantial part of this Order without the prior written consent of Buyer. Any consent of Buyer will not relieve Seller of its contractual obligations under this Order.

23. BUYER’S PROPERTY; CONFIDENTIALITY.
   a) Buyer retains title and ownership of all information, materials and intellectual property of Buyer (and derivations therefrom) furnished to Seller or to which Seller otherwise has access in connection with the performance of the work under this Order. Buyer will:
      i) treat as Seller’s confidential information, separate from Seller’s property, and individually marked as such Buyer’s property;
      ii) notify Buyer exclusively of completing this Order; and
      iii) returned to Buyer at Buyer’s direction or upon completion, termination, or cancellation of this Order, along with all copies or reproductions, unless otherwise agreed in writing by Buyer.

24. INDEMNIFICATION.
   a) Seller agrees to defend, indemnify and hold harmless Buyer, including its officers, directors, employees, parent, subsidiaries, affiliates and agents (collectively, the “Indemnified Party”), from and against any legal claim or proceeding, whether based on contract, warranty, infringement, strict liability in tort, negligence or other legal theory, and also extends not only to third party or the presence of Seller’s employees, agents or subcontractors on the Indemnified Party’s premises. This duty to defend, indemnify and hold harmless extends to any legal claim or proceeding, whether based on contract, warranty, infringement, strict liability in tort, negligence or other legal theory; and also extends not only to third party or the presence of Seller’s employees, agents or subcontractors on the Indemnified Party’s premises. This duty to defend, indemnify and hold harmless extends to any legal claim or proceeding, whether based on contract, warranty, infringement, strict liability in tort, negligence or other legal theory, and also extends not only to third party or the presence of Seller’s employees, agents or subcontractors on the Indemnified Party’s premises.
   b) Seller must reimburse Buyer for any and all reasonable costs and expenses incurred by Buyer in connection with the defense or any threatened legal action, suit or proceeding by any third party, or the presence of Seller’s employees, agents or subcontractors on the Indemnified Party’s premises.
   c) Seller is entitled to control Seller’s defense of Seller’s contractual obligations under this Order.

25. INSURANCE.
   a) Seller will furnish to Buyer a certificate of insurance showing that Seller has obtained insurance coverage in the following minimum amounts (or such higher minimum amounts as Buyer may, in its sole discretion, specify in writing):
      i) Worker’s Compensation - statutory limits for the state or states in which the work is to be performed;
      ii) Employer’s Liability - $1,000,000 each accident;
      iii) Commercial General Liability - $1,000,000 combined single limit per occurrence including Premises and Operations, Independent Contractors, Contractual Liability and Products and Completed Operations coverage; and
      iv) Automobile Liability (including owned, hired and non-owned vehicles) - $1,000,000, combined single limit per occurrence.
   b) Seller will ensure that any subcontractor who is used by Seller in the performance of the Order, carries and maintains commercial general liability insurance, workers’ compensation coverage, and employer’s liability coverage with limits as stated above. Deductibles, premiums, and any losses arising out of failure of subcontractors to carry the same insurance, will be the responsibility of Seller. The certificate will set forth the insurance company, amount of coverage, the policy numbers, and date of expiration, and will include a thirty days’ notice of cancellation to Buyer.
   c) Buyer must be named as an additional insured in full with respect to the excepted from the exception of the worker’s compensation policy. Such insurance coverage must be maintained by Seller at all times while it is performing work under this Order. Compliance by Seller with these insurance requirements does not affect Seller’s indemnification or other liabilities under this Order.

26. LIMITATION OF BUYER’S LIABILITY.
   a) Any liability of Buyer for any breach of any term or condition imposed upon it, whether such term or condition is contained in this Order or otherwise, will not exceed the purchase price for the Goods directly involved in the alleged breach, and in no event shall Buyer be liable for indirect, consequential, multiple, punitive, or incidental damages.

27. PUBLICITY.
   a) Seller and its subcontractors will not release any publicity, advertisement, news release, denial or confirmation regarding the Order, the program to which it pertains, or the products (and) provided without Buyer’s written approval. Seller is not required to extend credit to any purchaser.

28. ENVIRONMENTAL POLICY.
   a) Buyer is committed to managing its operations in a manner that is environmentally responsible, and that protects the current and future environmental interests of the community within which it operates, as described in Buyer’s environmental, health & safety policies and procedures. Tenders that end the Seller warrants that Seller will:
      i) Maintain compliance with all federal, state and local environmental laws and regulations,
b) Seek to eliminate and/or reduce environmental pollution that may be attributed to the Seller’s operation;

29. CODE OF CONDUCT. Seller shall comply with following code of conduct:
   a) Personal discounts or other benefits including but not limited to gifts, loans, bribes, kickbacks and
      entertainment not available to the public or all employees of Buyer shall not be offered to any
      employees of Buyer by Seller.
   b) Doing business with companies owned or managed by family members or close friends of any employees
      of Buyer is strictly prohibited unless the relationship is disclosed in advance to those involved in
      making the decision.
   c) If Seller deals with foreign countries or foreign suppliers, Seller must make sure it understands and
      follows all laws and regulations regarding import and export compliance, boycotts, and embargoes.
   d) Using, or conveying to others, any material information learned about Buyer or other companies that
      would reasonably be expected to affect the price of a security or would influence a reasonable person’s
      decision to buy or sell a security if disclosed before it is made public, is prohibited and may be in
      violation of the insider trading law.
   e) If Seller becomes aware of any unethical behavior of Buyer, Seller must promptly disclose the situation in
      writing to a purchasing manager, human resource manager, or general manager of Buyer.
   f) Seller and its subcontractors will comply with the PCC Supplier Integrity Guide residing at

30. COMPLIANCE WITH LAWS; TRADE CONTROLS. In performing work under this Order, Seller and its
subcontractors will comply with all applicable federal, state, and local laws, and the rules and regulations of any
governmental authority. This includes strict compliance with all applicable export control laws and regulations of
the United States and all applicable laws and regulations governing imports, exports and trade remedies under
U.S., foreign or other relevant jurisdictions. Seller confirms that it is not in any part of its business or controlled by a
party designated on a restricted or denied party list administered by a U.S. or other government agency, and, if that status
changes in the future, Seller will immediately notify Buyer. Buyer reserves the right to cancel any Order without
penalty or liability to Buyer in the event Seller’s performance under this Order does not comply with such laws,
rules and regulations. Seller will defend, indemnify and hold Buyer harmless for any such non-compliance by Seller
or its subcontractors.

31. CONFLICT MINERALS. Buyer is committed to comply with the U.S. Securities and Exchange
Commission’s (“SEC”) disclosure requirements with respect to “conflict minerals” issued pursuant to the Dodd-
Frank Wall Street Reforms and Consumer Protection Act of 2010. The SEC’s final rules define “conflict minerals”
as tantalum, tin, tungsten and gold and their derivatives, as well as the metals ore from which any of these minerals is
extracted. Seller commits supply only those conflict minerals that are sourced either exclusively from recycled or
scrap sources or CFSI approved smelters or originate outside of the Democratic Republic of the Congo and
adjacent countries (“conflict free” minerals). Seller will provide immediate notification in writing of any of
the minerals named above, items derived therefrom or products manufactured therewith that are not conflict free.
Seller will also provide a certification regarding the source of any of these minerals during Buyer’s annual
solicitation process.

32. TOXIC OR HAZARDOUS MATERIAL, OR 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 Safety Data Sheet (SDS) to Buyer’s Safety Manager prior to delivery of any hazardous material.
   b) Seller will provide any product-related information requested by Buyer to ensure Buyer’s compliance with
      the U.S. Toxic Substances Control Act (TSCA). For each item within each shipment imported into the
      United States under this Order covered by the TSCA, Seller will provide to Buyer a SDS that complies with
      the Occupational Safety & Health Administration’s then current Hazard Communication Standard, 29 CFR 1910.1200(g), as may be amended. If the SDS does not include a complete list of the hazardous substances intentionally present within the imported item, Seller will provide such a list to Buyer, including the name and applicable Chemical Abstract Service Registry Number for each chemical substance.
   c) Seller further represents and warrants that the Goods 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 Goods or
      such substances in Goods in any country or jurisdiction in the world and that all such Goods 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 preregistration, 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 Goods and substances in
      Goods that are the subject of the Order.
   d) Seller shall, at Seller’s expense, timely provide Buyer with all relevant information, on the Goods 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.

33. EQUAL EMPLOYMENT OPPORTUNITY. The Seller and Seller’s subcontractors shall abide by the
requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against
qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered
prime contractors and subcontractors to employ and advance in employment qualified protected veterans and
individuals with disabilities.

34. 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 Agreement and/or 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.

35. APPLICABLE LAW. The interpretation of this Order and the rights and obligations of the parties hereto
will be determined and construed by and in accordance with the laws of the state of Delaware, without regard
to the Delaware conflict of laws principles. Any claim asserted in any legal proceeding by one party against the
other shall be commenced and maintained exclusively in state or federal court located within New Castle County,
Delaware. The parties hereby submit to the jurisdiction of such courts over each of them personally in connection
with such litigation, and waive any objection to venue in such courts and any claim that such forum is an
inconvenient forum. Both parties expressly agree to waive any and all rights to a trial by jury for any disputes
arising out of or related to this Agreement.

36. DISPUTES. The complaining party will first notify the other party in writing of the alleged dispute and
the parties will attempt in good faith to resolve the dispute through prompt discussion and meeting between
representatives having decision-making authority regarding the dispute. If the dispute is not resolved by the 30th
day after written notice of the dispute was first made, the complaining party may seek appropriate legal action
provided that either party may seek preliminary injunction or other equitable relief at any time to prevent
irreparable harm. The parties agree to personal jurisdiction in the state and federal courts in the state of Buyer’s
physical location and that venue is proper in the city of Buyer’s location. Upon mutual agreement, the parties may
engage a neutral mediator to facilitate resolution of the dispute.

37. SEVERABILITY. If any term contained within the Order or any other component of the Order is deemed to
be invalid, illegal, or incapable of being enforced by applicable law or public policy, all other terms of the Order
will remain in full force and effect. Upon any such determination, the parties will negotiate in good faith to modify
the remaining terms so as to affect the original intent of the parties.

38. ENTIRE AGREEMENT. This Order (and any long term agreement under which this Order is issued, if one
exists) constitutes the entire agreement between the parties with respect to the subject matter herein and therein
and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and
all other communications between the parties. No waiver, alteration, modification of or addition to this Order will
be binding unless expressly agreed to in writing and signed by duly authorized representatives of Buyer and Seller.
A waiver of any of the terms or conditions hereof will not be deemed a continuing waiver, but will apply solely to
the instance to which the waiver is directed. No failure or delay on the part of the Buyer to exercise any right, power
or remedy will operate as a waiver thereof, nor will any single or partial exercise of the same by Buyer
preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All of Buyer’s
rights and remedies under this Order or at law are cumulative and non-exclusive.

39. FAR & DFARS FLOWDOWN CLAUSES. When Goods furnished by the Seller to Buyer for use in
connection with a U.S. Government contract or subcontract, in addition to Buyer’s Terms and Conditions of
Purchase, the provisions of Attachment A shall apply, as required by the terms of the prime contract, or by
operation of law or regulation. The inclusion of Attachment A shall be identified in the Order.
4) The following clauses from the Federal Acquisition Regulation ("FAR") and the Department of Defense FAR Supplement ("DFARS") are incorporated by reference into this Order. The following clauses shall have the same meaning and effect as set forth below in full text, and are applicable, including any notes following the clause citation, to this Order. The dates of these clauses are the dates in effect as of the date of the Order issued by Buyer. Seller agrees to flow-down, as required, all applicable FAR and DFARS clauses as are in effect as of the date of the Order. The Contracts Disputes Act shall have no application to this Order, and nothing in this Contract grants Seller a direct claim or cause of action against the U.S. Government. Any reference to a "Disputes clause" shall mean the "Disputes" clause of this Order. Seller shall include in each lower-tier subcontract the appropriate flow down clauses as required by the FAR and DFARS clauses included in this Order. Seller shall indemnify and hold harmless Buyer to the fullest extent of any and all expense resulting from Seller’s failure to including required clause in its subcontracts and purchase orders. Seller further agrees that all notifications and other communications required by these clauses shall be made through Buyer’s Purchasing Representative, unless the Order specifically provides otherwise.

2) If Buyer was required to submit certified cost or pricing data to its customer or the U.S. Government, Seller shall indemnify and hold harmless Seller to the fullest extent of any and all expense resulting from Seller’s failure to provide Buyer or the Government with accurate and complete cost or pricing data.

3) Seller agrees that upon request of Buyer it will negotiate in good faith with Buyer relative to amendments to this Order to incorporate additional provisions herein or to change provisions hereof, as Buyer may reasonably deem necessary in order to comply with the provisions of the applicable prime contract. If any such amendment to this Order causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Order, an equitable adjustment shall be made pursuant to the "Changes" clause of this Order.

4) Buyer shall be solely responsible for all liaison and coordination with Buyer’s customer, including the U.S. Government, as it affects the applicable prime contract, this Order, and any related contract.

5) If Buyer furnishes designs, drawings, special tooling, equipment, engineering data, or other technical or proprietary information ("Furnished Item") which the U.S. Government owns or has the right to authorize the use of, nothing herein shall be construed to mean that Buyer acting on its own behalf, may modify or limit any rights the U.S. Government may have to authorize the Seller’s use of such Furnished Items in support of other U.S. Government prime contracts.

6) If so identified, this Order is a “rated order” certified for national defense use, and Seller shall follow all U.S. Government requirements of the Defense Business Operations and Autonomic Logistics Regulation (D.B.O.A.L.R. 7600). Expect as noted below, the following changes to the FAR and DFARS clauses are made for incorporation of these clauses into this Order in order to make the context of these clauses reflect the contractual relationship between Buyer and Seller: "Contractor" or "prime contractor" or "Offeror" shall mean "Seller." "Government" shall mean "Buyer." "Buyer’s Officer" shall mean "Business Manager." "Contract" or "Schedule" shall mean the Order issued by Buyer to Seller. Provided, however, that the terms "Government," and "Contracting Officer," do not change (1) when a right, act, authorization or obligation can be granted or performed only by the Government or its duly authorized representative; (2) when title to property is to be transferred directly to the Government; (3) with regard to FAR 52.203-5, 52.227-11, and 52.227-2; and (4) where specifically modified as noted below.

8) The following FAR clauses are applicable as identified below:

- 52.203-3 Gratuities;
- 52.206-4 Restrictions on Subcontractor Sales to the Government (applicable if the Order exceeds the simplified acquisition threshold);  
- 52.207-3 Anti-Kickback Procedures (including subparagraph (c)(5) but excepting subparagraph (c)(1), for all Orders which exceed $150,000); 
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (applicable if the Order exceeds $150,000); 
- 52.203-13 Contractor Code of Business Ethics and Conduct (applicable if the Order has a value in excess of $5.5 million and a performance period of more than 120 days);  
- 52.203-14 Display of Hotline Poster(s) (applicable if the Order exceeds $5.5 million, except when the Order involves the acquisition of commercial items or components); 
- 52.207-5 bamboo Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (applicable if the Order is funded in whole or in part with Recovery Act funds); 
- 52.207-3 contractor Employee Right to Have Access to Employee of Whistleblower Rights (applicable for all Orders over the simplified acquisition threshold); 
- 52.212-27 Participation in Procuring Certain National Security Agreements or Statements; 
- 52.204-2 Security Requirements (applicable if the Order involves access to classified information); 
- 52.204-9 Personal Identity Verification of Contractor Personnel (applicable if the Seller’s employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system); 
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards; 
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems;
- 52.206-2 Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (applicable if the Order exceeds $35,000 in value and is not a subcontract for commercially available off-the-shelf items); 
- 52.211-5 Material Requirements; 
- 52.211-15 Defense Priority and Allocation Requirements;
- 52.215-2 Audit and Records - Negotiation (applicable if the Order exceeds the simplified acquisition threshold, and (1) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these; (2) for which certified cost or pricing data is required; or (3) requires the Seller to furnish reports as discussed in paragraph (e) of this clause); 
- 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data — Modifications; 
- 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data – Modifications; 
- 52.215-12 Subcontractor Certified Cost or Pricing Data; 
- 52.215-14 Contract Price of Non-Cost-Related Acquisition Items; 
- 52.215-15 Integration of Unit Prices (applicable for Orders other than acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 46 for basic engineering services under FAR 46.204-1, labor-hour, or price-redeterminable type contracts; and petroleum products); 
- 52.215-16 Revision of Accounting System; 
- 52.215-17 Revision of Accounting System for Postretirement Benefits (applicable if the Order exceeds $150,000); 
- 52.215-18 Revision of Accounting System for Postretirement Benefits (applicable if the Order exceeds the simplified acquisition threshold); 
- 52.215-40 Use of Government Furnished Property (applicable if the Order exceeds $150,000); 
- 52.215-45 Use of Government Furnished Property (applicable if the Order exceeds $15,000); 
- 52.215-47 Use of Government Furnished Property (applicable if the Order exceeds the simplified acquisition threshold); 
- 52.215-50 Use of Government Furnished Property (applicable if the Order exceeds $15,000); 
- 52.215-61 Insurance (applicable if the Order exceeds $150,000); 
- 52.215-62 Employer’s Contribution to Federal Retirement Plans (applicable if the Order exceeds $15,000); 
- 52.215-64 Price Reduction for Defective Certified Cost or Pricing Data; 
- 52.215-70 Limitation on Pass Through Charges; 
- 52.216-12 Prepayment Requirement for Government Property; 
- 52.216-13 Price Reductions for Government Property; 
- 52.216-14 Price Reductions for Government Property; 
- 52.216-23 Limitation on Pass Through Charges; 
- 52.216-41 Limitation on Use of Government Property; 
- 52.217-10 Right of Government to Approve Subcontractors (applicable if the Order exceeds $150,000); 
- 52.218-1 Limitation on Payment to Foreign Principal (applicable if the Order exceeds $150,000); 
- 52.218-3 Use of Government Furnished Property (applicable if the Order exceeds $15,000); 
- 52.218-4 Use of Government Furnished Property (applicable if the Order exceeds $15,000); 
- 52.218-6 Use of Government Furnished Property (applicable if the Order exceeds the simplified acquisition threshold); 
- 52.218-8 Use of Government Furnished Property (applicable if the Order exceeds $15,000); 
- 52.218-9 Use of Government Furnished Property (applicable if the Order exceeds the simplified acquisition threshold); 
- 52.218-11 Use of Government Furnished Property (applicable if the Order exceeds $15,000); 
- 52.218-13 Use of Government Furnished Property (applicable if the Order exceeds $15,000);
• 252.204-7000 Disclosure of Information;
• 252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information;
• 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting;
• 252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support;
• 252.208-7000 Intent to Furnish Precious Metals as Government-Furnished Material;
• 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism;
• 252.211-7000 Acquisition Streamlining (applicable if the Order is over $1.5 million);
• 252.211-7003 Item Unique Identification and Valuation;
• 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements;
• 252.223-7001 Hazard Warning Labels;
• 252.223-7002 Safety Precautions for Ammunition and Explosives;
• 252.223-7003 Change in Place of Performance—Ammunition and Explosives;
• 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials;
• 252.223-7007 Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives;
• 252.223-7008 Prohibition of Hexavalent Chromium;
• 252.225-7001 Buy American and Balance of Payments Program;
• 252.225-7002 Qualifying Country Sources as Subcontractors;
• 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies (applicable for Orders containing items covered by the United States Munitions List);
• 252.225-7008 Restriction on Acquisition of Specialty Metals;
• 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals;
• 252.225-7010 Commercial Derivative Military Article—Specialty Metals Compliance Certificate;
• 252.225-7012 Preference for Certain Domestic Commodities;
• 252.225-7013 Duty-Free Entry;
• 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings;
• 252.225-7021 Trade Agreements;
• 252.225-7025 Restriction on Acquisition of Forgings;
• 252.225-7028 Exclusionary Policies and Practices of Foreign Governments;
• 252.225-7033 Waiver of United Kingdom Levies (applicable for Orders exceeding $1 million where the Buyer is a U.K. firm);
• 252.225-7036 Buy American—Free Trade Agreements—Balance of Payments Program;
• 252.225-7040 Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (applicable for all Orders where Seller’s personnel are supporting U.S. Armed Forces deployed outside the United States in: (1) contingency operations; (2) peace operations consistent with Joint Publication 3-07.3; or (3) other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense);
• 252.225-7043 Antiterrorism/Force Protection for Defense Contractors Outside the United States;
• 252.225-7047 Export-Controlled Items;
• 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns;
• 252.227-7012 Rights in Technical Data—Noncommercial Items;
• 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation;
• 252.227-7015 Technical Data—Commercial Items;
• 252.227-7016 Rights in Bid or Proposal Information;
• 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions;
• 252.227-7019 Validation of Asserted Restrictions—Computer Software;
• 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;
• 252.227-7026 Deferred Delivery of Technical Data or Computer Software;
• 252.227-7027 Deferred Ordering of Technical Data or Computer Software;
• 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government;
• 252.227-7030 Technical Data—Withholding of Payment;
• 252.227-7037 Validation of Restrictive Markings on Technical Data;
• 252.227-7038 Patent Rights—Ownership by the Contractor (Large Business);
• 252.227-7039 Patents—Reporting of Subject Inventions;
• 252.228-7001 Ground and Flight Risk;
• 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles;
• 252.231-7000 Supplemental Cost Principles;
• 252.235-7003 Notice of Cost and Software Data Reporting System;
• 252.236-7013 Requirement for Competition for American Steel Producers, Fabricators, and Manufacturers;
• 252.239-7010 Cloud Computing Services;
• 252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services;
• 252.239-7018 Supply Chain Risk;
• 252.243-7001 Pricing of Contract Modifications;
• 252.243-7002 Requests for Equitable Adjustment;
• 252.244-7000 Subcontracts for Commercial Items;
• 252.246-7001 Warranty of Data;
• 252.246-7003 Notification of Potential Safety Issues;
• 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System;
• 252.246-7008 Sources of Electronic Parts;
• 252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (applicable if Seller is a motor carrier, broker, or freight forwarder);
• 252.247-7023 Transportation of Supplies by Sea;
• 252.247-7024 Notification of Transportation of Supplies by Sea;
• 252.249-7002 Notification of Anticipated Contract Termination or Reduction;