

Curtiss-Wright Controls Electronic Systems, Inc.dba Curtiss-Wright Defense Solutions  
or ("BUYER") DAYTON, OH US GOVERNMENT PURCHASE ORDER TERMS AND CONDITIONS

MATERIAL/COMPONENT SUBSTITUTION CLAUSE:

ALL MATERIAL/COMPONENT SUBSTITUTIONS OR ALTERNATE PARTS MUST BE APPROVED IN ADVANCE, IN WRITING -- BY CURTISS WRIGHT ENGINEERING PRIOR TO USE IN ANY CURTISS WRIGHT PRODUCT.

CURTISS-WRIGHT DEFENSE SOLUTIONS DOES NOT PRE-ASSIGN SERIAL NUMBERS, PLEASE ASSIGN SERIAL NUMBERS AND LABEL THE CCA'S PRIOR TO SHIPMENT.

IF THE PART BEING ORDERED IS A TESTED ASSEMBLY, THEY ARE TO BE TESTED PER TEST PROCEDURE STATED BELOW. IF NOT ON FILE, PLEASE ADVISE THE CURTISS-WRIGHT BUYER ASAP, AND IT WILL BE SENT TO YOU.

DESC: PROHIBITION OF PURE TIN

THE USES OF A PURE TIN SOLDERING PROCESS, AND/OR MANUFACTURING PROCESS IS STRICTLY PROHIBITED. ADDITIONALLY, THE USE OF PURE TIN PLATED (RoHS) COMPONENTS IS PROHIBITED UNLESS TIN LEAD COMPONENTS ARE NOT AVAILABLE. ANY TIN PLATING OR TIN SOLDER PROCESSES SHALL CONTAIN NO LESS THAN 3 PERCENT LEAD COMPOSITION, UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY THE CURTISS-WRIGHT PURCHASER. THESE RESTRICTIONS APPLY FOR ALL TYPES AND LEVELS OF PURCHASES, WITH THE SUPPLIER RESPONSIBLE FOR COMMUNICATING THESE RESTRICTIONS TO SUBCONTRACTORS OR SUB-TIER SUPPLIERS AS REQUIRED.

DESC: ITAR, EAR, OFAC

THESE COMMODITIES, TECHNOLOGY OR SOFTWARE THAT ARE BEING PURCHASED ON THIS PO MAY BE CONTROLLED TECHNOLOGY SUBJECT TO U.S. EXPORT REGULATIONS, INCLUDING ITAR, EAR, OFAC, AND OTHER RELATED TRADE REGULATIONS. THE SUPPLIER AGREES THAT IN ACCEPTING THIS PO IS CERTIFYING THAT ALL COMMODITIES, TECHNOLOGY OR SOFTWARE WILL BE HANDLED IN ACCORDANCE WITH U.S. TRADE LAW. ITAR-CONTROLLED ITEMS ARE RESTRICTED FROM BEING USED IN THE FULFILLMENT OF THIS PURCHASE ORDER. PLEASE PROVIDE THE ECCN FOR EACH OF THE ITEMS BEING DELIVERED TO CURTISS-WRIGHT AT OR BEFORE THE TIME DELIVERY IS MADE. SHOULD YOU DISCOVER AN ITAR-CONTROLLED ITEM IN THE FULFILLMENT OF THIS ORDER, IMMEDIATELY CALL THE CURTISS-WRIGHT BUYER FOR FURTHER INSTRUCTION, WHICH MAY INCLUDE CANCELLATION OF THIS ORDER. FURTHERMORE, FAILURE TO COMPLY WITH THESE REQUIREMENTS OR PROVIDE THE REQUESTED INFORMATION MAY RESULT IN DELAY IN PROCESSING PAYMENT OR THE POSSIBLE WITHDRAWAL OF THIS PURCHASE ORDER.

DESC: ORDER CONFIRMATION

CURTISS-WRIGHT DEFENSE SOLUTIONS REQUIRES CONFIRMATION / ACKNOWLEDGEMENT OF PURCHASE ORDERS. CERTIFICATE OF COMPLIANCE REQUIRED WITH ALL SHIPMENTS.

DESC: TERMS AND CONDITIONS STATEMENT

PURCHASE TERMS: CURTISS-WRIGHT DEFENSE SOLUTIONS TERMS AND CONDITIONS APPLY TO THIS PO. THEY ARE IN AN ATTACHMENT INCLUDED WITH THIS PO. ADDITIONAL TERMS AND CONDITIONS MAY BE CONTAINED IN THE BODY OF THIS ORDER AND WILL ALSO APPLY. NO OTHER TERMS OR CONDITIONS WILL BE ACCEPTED, UNLESS AGREED TO IN WRITING, BY THE DESIGNATED CURTISS-WRIGHT. AUTHORIZED REPRESENTATIVE (AS SHOWN ON THIS PO), IN ADVANCE.

DESC: QUALITY CLAUSE

QUALITY CLAUSE QC24 IS APPLICABLE TO THIS PURCHASE ORDER, AND CAN BE OBTAINED FROM:  
<https://www.curtisswrightds.com/company/customer-supplier-information/dayton.html>

DESC: COUNTERFEIT PARTS / COUNTERFEIT WORK

SELLER SHALL ONLY PROVIDE PRODUCTS TO BE DELIVERED AS PART OF THE WORK PERFORMED FOR THIS PO TO CURTISS-WRIGHT DIRECTLY FROM THE ORIGINAL COMPONENT MANUFACTURER (OCM), OR THE ORIGINAL EQUIPMENT MANUFACTURER (OEM), OR THROUGH AN OCM/OEM AUTHORIZED DISTRIBUTOR CHAIN. PRODUCTS DELIVERED AS PART OF THE WORK FOR THIS PO SHALL NOT BE ACQUIRED FROM INDEPENDENT DISTRIBUTORS OR BROKERS. IF THERE IS A COMPONENT THAT CANNOT BE OBTAINED THROUGH THE OEM/OCM APPROVED DISTRIBUTION SOURCE, CONTACT CURTISS-WRIGHT FOR RESOLUTION.

DESC: COUNTERFEIT NOTIFICATION:

ALL SUPPLIERS ARE REQUIRED TO NOTIFY CURTISS-WRIGHT IMMEDIATELY IF THERE IS ANY SUSPICION THAT A COUNTERFEIT PART HAS BEEN INTRODUCED INTO A DELIVERED ITEM.

DESC: SHIPPING

PLEASE SHIP PRODUCT ON THIS PO USING OUR UPS ACCOUNT 492829, SHIPPING METHOD IS DESIGNATED ON THIS PO.

DESC: EARLY SHIPMENT

EARLY SHIPMENT MUST BE APPROVED BY CURTISS-WRIGHT DEFENSE SOLUTIONS BUYER IN ADVANCE OF SHIPMENT. ON TIME DELIVERY WINDOW IS DESIRED TO BE 5 DAYS EARLY TO PO DUE DATE AND ZERO DAYS LATE TO PO DUE DATE.

DESC: OVERSHIPMENT

NO OVERSHIPMENTS WILL BE ACCEPTED WITHOUT PRIOR APPROVAL BY CURTISS-WRIGHT BUYER IN ADVANCE OF SHIPMENT.

DESC: FOB

FOB = DESTINATION UNLESS OTHERWISE STATED ON THIS PO.

DESC: SUPPLIER SHIPPING INSURANCE

SUPPLIERS/SHIPPING DEPARTMENTS PLEASE NOTE: CURTISS-WRIGHT WILL NOT REIMBURSE FOR ANY SHIPPING INSURANCE THAT YOU INCUR. WE HAVE OUR OWN SHIPPING INSURANCE FOR ALL SHIPMENTS THAT ARE SHIPPED TO CURTISS-WRIGHT FOB SHIPPING POINT. ANY INSURANCE REQUIRED FOR FOB DESTINATION IS FOR YOUR BENEFIT AND WILL NOT BE REIMBURSED BY CURTISS-WRIGHT.

DESC: RIGHT OF ACCESS

CURTISS-WRIGHT RESERVES THE RIGHT OF ACCESS TO SUPPLIERS FACILITIES FOR ITSELF AND/OR ITS CUSTOMERS, AS APPROPRIATE.

DESC: DATE CODE CRITERIA ON PURCHASED PRODUCT

DATE CODES: ALL PRODUCT SHIPPED TO CURTISS-WRIGHT MUST HAVE DATE CODES NO OLDER THAN TWO (2) YEARS FROM DATE OF SHIPMENT.

DESC: MANUFACTURING/QUALITY STANDARDS

ALL ASSEMBLIES MANUFACTURED FOR CURTISS-WRIGHT SHALL BE MANUFACTURED TO A MINIMUM QUALITY LEVEL OF IPC-610-CURRENT REV, CLASS 2 UNLESS OTHERWISE SPECIFIED IN WRITING OR PER DRAWING SPECIFICATIONS.

Standard Purchase Order Terms and Conditions

DELIVERY: Seller shall follow the delivery schedule as specified on the purchase order and delivery shall be made by Seller at such times and places and of such items and quantities as may from time to time be specified by Buyer. In the event of any anticipated or actual delay, Seller shall promptly notify the Buyer in writing of the reasons for the delay and the actions being taken to minimize the delay. If a delay is due to causes beyond Sellers control, and when applicable, its subcontractors control, and without fault or negligence of either of them, Buyer may, at its sole discretion, either to adjust the delivery schedule or terminate the order for convenience. Parts fabricated in excess or in advance of Buyers release are at Sellers risk. Buyer reserves the right, without loss of discount privileges, to pay invoices covering items shipped in advance of the schedule on the normal maturity after the date specified for delivery.

TRANSPORTATION CHARGES: Unless otherwise specified herein, transportation charges shall be charged to UPS account 492829. No insurance or premium transportation costs will be allowed unless authorized by Buyer. Risk of loss, regardless of cause, is Sellers responsibility until the supplies / services / data are delivered. If Seller is delinquent in delivery, Buyer may require shipment by the fastest means available, and any premium transportation charges therefore shall be Sellers responsibility.

PACKAGING REQUIREMENTS: For all packaging requirements, the price of this order shall include all charges for such packaging materials, and Seller shall mark the Subcontract Number on each container and include a packing slip with each shipment. Shipments received at Buyers facility not in accordance with the requirements specified herein may be refused by Buyer. Any damage caused by failure to comply with the specified requirements shall be the full responsibility of the Seller. Unless otherwise specified below by an X, all packaging shall comply with best commercial practice and applicable carriers regulations, and shall consist of suitable containers for optimum protection of articles, and to facilitate in plant handling and storage.

- a. ASTM-D3951-98: Standard Practice for Commercial Packaging (document available at [www.astm.org](http://www.astm.org))
- b. MIL-STD-2073-1: DOD Standard Practice for Military Packaging (document available at <http://assist.daps.dla.mil/quicksearch/>)

ACCEPTANCE, ACKNOWLEDGMENT AND TERMS: This Contract shall become the exclusive agreement between the parties for the articles, subject to the terms and conditions hereof, when accepted by acknowledgment or commencement of performance communication to the Buyer by the Seller. Additional or different terms or variances thereof proposed or made by Seller shall not be applicable unless accepted in writing and signed by Buyer. The headings used in this order are for convenience only and shall not alter or change the meaning of the context herein.

DEFINITIONS: As used herein "order or purchase order" means this Contract; "articles" means all supplies, materials, products, data, tangible and intangible property, services, or other items to be furnished by Seller under this order. "FAR" means Federal Acquisition Regulations in effect on the date of this order unless a revision date is specified; "contracting officer" means any officer or civilian employee of the Government that is duly authorized and designated as a contracting officer for the contract to which this order pertains, and includes the authorized representative of the contracting officer when acting within the scope of his authority. (FAR regulations may be obtained at [www.acquisition.gov/far/](http://www.acquisition.gov/far/))

WARRANTY: Seller warrants that the products and services delivered to Buyer shall be free from defects in material and workmanship, provided that the unit has not been subjected to accident, abuse, or misuse, and that the unit has been operated in accordance with the Sellers recommendations. Such warranty shall be effective for twelve (12) months after Sellers delivery unless a different term has otherwise been agreed to in writing by Seller. If a product is determined to be in breach of this warranty, Seller liability shall be to repair or replace such product or grant a credit for the purchase price (at Sellers sole discretion and option), which shall be Buyers sole remedy for such breach of warranty. Software is warranted, if at all, only to the extent provided in the applicable software license, and Seller makes no warranty or representation that the operation of software will be uninterrupted, error free, or that it will meet Buyers specific requirements. Seller disclaims all liability with respect to customer data, including software, stored in returned products. The warranty does not cover malfunctions, failures or defects resulting from abuse, misuse, accident, alteration, neglect, improper maintenance, or unauthorized or improper repair or installation. EXCEPT AS PROVIDED HEREIN SELLER MAKES NO WARRANTIES OF ANY KIND, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER STATUTORY OR OTHERWISE, AND BUYER WAIVES ALL OTHER WARRANTIES, OBLIGATION OR LIABILITIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION AN IMPLIED WARRANTY OF COMMERCIAL ACCEPTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY MAY NOT BE EXTENDED OR ALTERED EXCEPT BY WRITTEN AUTHORIZATION OF Seller.

TERMINATION FOR DEFAULT:

- a. Buyer may, subject to the provisions below, by written notice of default to Seller, terminate the whole or any part of this Contract in any one of the following circumstances: (i) if Seller fails to make delivery of the supplies or to perform the services of this Contract within the time specified herein or any extension thereof; or (ii) if Seller fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two

circumstances does not cure such failure within a period of ten (10) days (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure.

b. In the event Buyer terminates this Contract in whole or in part as provided in subparagraph (a) of this clause, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, supplies or services similar to those so terminated, and Seller shall be liable to Buyer for any excess costs for such similar supplies or services; provided, that Seller shall continue the performance of this Contract to the extent not canceled under the provisions of this clause.

c. Except with respect to defaults of subcontractors, Seller shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the controls and without the fault or negligence of Seller. Such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform must be beyond the control and without the fault of negligence of Seller.

d. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Seller and the subcontractor, and without the fault or negligence of either of them, Seller shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule. The term(s) subcontractor(s) shall mean subcontractor(s) at any tier.

e. If this Contract is terminated as provided in subparagraph (a) above, Buyer, in addition to any other rights provided in this Contract, may require Seller to transfer title and deliver to Buyer or the Government, in the manner and to the extent directed by Buyer, (i) any completed goods, and (ii) such partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called manufacturing materials) as Seller has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and Seller shall, upon direction of Buyer, protect and preserve property in the possession of Seller in which Buyer or the Government has an interest. Payment for manufacturing materials delivered to and accepted by Buyer and for the protection and preservation of property shall be in an amount agreed upon by Buyer and Seller; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the paragraph of this Contract entitled Disputes. Buyer may withhold from amounts otherwise due Seller for such completed supplies or manufacturing materials such sum as Buyer determines to be necessary to protect Buyer or the Government against loss because of outstanding liens or claims of former lien holders or for damages otherwise caused by Seller's failure to perform its obligations under this Contract.

f. If after notice of termination of this Contract under the provisions of this paragraph, it is determined for any reason that Seller was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience paragraph of this document.

g. The rights and remedies of Buyer provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. TERMINATION FOR CONVENIENCE: Buyer may at any time by written notice terminate all or any part of this Contract for Buyer's convenience. If this Contract is terminated, in whole or in part, for Buyer's convenience, Seller shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by Seller for the actual labor and material reasonably used by Seller to perform the work under this Contract to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to Seller for (i) any anticipatory profits related to work under this Contract not yet performed, or (ii) costs incurred due to Seller's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Contract for the effort terminated. If a

Government contract number is cited on the face of this Contract, a termination for Buyers convenience shall be accomplished in accordance with FAR 52.249, as in effect on the date of this Contract, which shall be controlling over any conflicting provisions hereof. Timelines and schedules for subcontractors under FAR 52.249 are hereby reduced by 50%.

STOP WORK ORDER:

a. Buyer may at any time, by written notice to Seller, require Seller to stop all or part of the work called for by this Contract for a period of up to ninety (90) days after the notice is delivered to Seller (Stop Work Order). Upon receipt of the Stop Work Order, Seller shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Seller, or within any extension of that period to which the parties shall have agreed, Buyer shall either cancel the Stop Work Order or terminate the effort covered by this Contract as provided in the Termination for Default or the Termination for Convenience paragraphs of this Contract document, whichever may be appropriate.

b. Seller shall resume work upon cancellation or expiration of any Stop Work Order. An equitable adjustment shall be made in the delivery schedule or price hereunder, or both, and this Contract shall be modified in writing accordingly, if the Stop Work Order results in an increase in time required for the performance of this order or in Sellers costs properly allocable thereto. The amount of any adjustment in the Contract price shall be determined as provided in the Changes paragraph of this Contract document.

c. The Buyer shall not be liable to the Seller for damages or loss of profits due to a Stop Work Order issued under this clause.

CONTRACT CHANGE ORDERS:

a. Buyer may at any time, by a written change order, issued by an authorized purchasing representative, and without notice to sureties or assignees, make changes within the general scope of this order in any one or more of the following; (1) drawings, designs or specifications; (2) method of shipping or packing; (3) place of inspection, acceptance or point of delivery; (4) delivery schedule; (5) Stop Work Order. Should any such change increase or decrease the cost of, or the time required for performance of this order, an equitable adjustment shall be made in the Contract price and/or delivery schedule, and the order shall be modified in writing accordingly. Any claim for adjustment under this clause shall be deemed waived unless asserted in writing within thirty (30) days from the date of the change order, provided, however, the Buyer, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Any such claim must set forth a Total itemization of the amount of an increase or decrease in the cost of performance resulting from the change.

b. All articles covered hereunder shall be manufactured in accordance with this order and such changes thereto as are subsequently authorized by a written change order issued by said authorized purchasing representative of Buyer. Nothing in this clause shall excuse Seller from proceeding with the contract as changed.

c. Buyer's engineering and technical personnel may from time to time render assistance or give technical advice to, or affect an exchange of information with Seller's personnel in a liaison effort concerning the articles to be furnished hereunder. However, such exchange of information or advice shall not vest Seller with the authority to change the articles hereunder or the provisions of the order, nor shall such change in articles or the provisions of the order be binding upon Buyer unless incorporated in a written change order in accordance with paragraph (a) hereof.

d. Where the cost of property made obsolete or excess as a result of change order is included in the Seller's claim for adjustment pursuant to this clause. Buyer shall have the right to prescribe the manner of disposition of such property.

BUYERS ASSISTANCE AND COOPERATION During Sellers performance of this Contract, Buyer may, without obligation to, provide assistance to, or cooperate with, Seller in activities that facilitate the proper performance and completion of this Contract by Seller. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting manufacturing deficiencies or other problems; (ii) acquiescing in a change of manufacturing facilities or location; (iii) refraining from strict enforcement of time schedule requirements under the Contract; (iv) permitting use of test materials or documentation not performed or produced under the Contract. Such assistance or cooperation by Buyer shall not be construed, and Seller agrees that it may not claim that any such assistance or cooperation operates, to relieve Seller from complete, proper and punctual performance of all of Sellers obligations under this Contract.

INDEMNIFICATION: In the event Seller, its employees, agents and subcontractors at any time enter premises occupied by or under the control of Buyer, in the performance of this order, Seller shall indemnify and hold harmless, Buyer, its officers and employees from any loss, cost, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such performance occasioned in whole or in part by the actions or omissions of Seller, its employees, agents and subcontractors.

SELLER CONTACTS WITH BUYERS CUSTOMER AND OTHER SUPPLIERS: If Seller is a subcontractor to Buyer under a Buyer prime contract, Buyer shall be responsible for all liaisons and communications with Buyers customer and Buyers other suppliers for the terms of this Contract. Seller shall not communicate with Buyers customer and Buyers other suppliers regarding this Contract unless authorized to do so by the Buyer in writing.

BUYER'S PROPERTY: All tools, dies, jigs, patterns, equipment, material, industrial property or other items purchased, furnished, charged to or paid for by Buyer, and any replacement thereof, shall remain the property of Buyer. Such property shall be plainly marked to show it is the property of Buyer, and shall be safely stored apart from other property. Seller shall not substitute other property for Buyer's property and shall not use such property except in filling Buyer's orders; Seller shall hold such property at its own risk and, upon Buyers written request shall redeliver the property to Buyer in the same condition as originally received by Seller, reasonable wear and tear accepted.

The ideas, information, designs, drawings, specifications, photographs and other engineering research, business and manufacturing technical data supplied by Buyer, shall remain Buyer's property. Such data shall be retained in confidence by Seller and not disclosed to any other person or entity, and shall not be used or incorporated into any product or item later manufactured or assembled by Seller for anyone other than Buyer. Any patented or un-patented materials, technology or technical data concerning Seller's processes, present or contemplated products or their uses which Seller may disclose to employees of Buyer in connection with the ordering, acquisition and use by Buyer of the goods or services covered by this order shall, unless otherwise specifically agreed to, in writing, be deemed to have been disclosed as a part of the consideration for this order, and Seller agrees not to assert any claim (other than a claim for patent infringement) against Buyer by reason of any use or alleged use to which any such information or knowledge may be put to by Buyer.

Any technical data provided to Seller is for use within the U.S., by U.S. persons only. Use outside to U.S. or by Non-U.S. persons may require U.S. Department of State DTC license in accordance with ITAR regulations. CURTISS-WRIGHT accepts no liability for the procurement of or related expense of such license. Diversion contrary to U.S. law is prohibited. All documents, including electronic, provided to Buyer shall contain this italicized statement.

PATENT, TRADEMARK AND COPYRIGHT INDEMNITY: Seller agrees to indemnify Buyer and hold it harmless from and against all claims, loss, liability, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademarks, patent or copyright infringements or litigation based thereon, with respect to the articles or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment therefore by the Buyer. Buyer agrees to give Seller prompt notice in writing of any suit for infringement and such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof.

ASSIGNMENT: Seller agrees not to assign its rights or delegate its duties under this order without the prior written consent of Buyer. This prohibition of assignment and delegation extends to all assignments and delegations that may lawfully be prohibited: Buyer shall be furnished with two signed copies of any assignment which is not prohibited by this clause or which is consented to by Buyer. Payment to an assignee in accordance with any such assignment shall be subject to set off or recoupment for any present or future claim or claims which buyer may have against Seller or assignee except to the extent that any such claims are expressly waived in writing by Buyer. Buyer reserves the right to make, without notice to the assignee, direct settlements and/or adjustments in price with Seller under the terms of this order notwithstanding any assignment of monies due or to become due hereunder.

SUBCONTRACTING: Seller agrees to obtain Buyer's written approval before subcontracting this Contract or any substantial portion thereof; provided however, that this limitation shall not apply to the purchase by Seller of standard commercial supplies or raw material.

COMPLIANCE: Seller shall comply with all applicable laws, executive orders, ordinances and regulations. Without limiting the generality of the foregoing Seller certifies that the items were produced in compliance with the Fair Standards Labor Act of 1938, and the applicable portions of the Civil Rights Act and all regulations issued there under, including certification of his facilities being non-segregated as required by an order relating to the Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed Reg.7439, May 19, 1967).

DISPUTES: This agreement shall be interpreted in accordance with the laws of the State of California. By entering into this agreement, Seller irrevocably consents to the jurisdiction of the courts located in the State of California. Buyer and Seller shall exercise their best efforts to settle by agreement all disputes arising hereunder. If agreement cannot be reached, the parties shall be free to exercise any legal or equitable remedies which may be available under this order and of the law applicable thereto. Notwithstanding the foregoing, Seller shall proceed diligently with the performance of this order and in accordance with Buyer's decision, pending final decision of a dispute hereunder. If this order is placed under a government contract, FAR 52.233-1 applies.

REMEDIES AND NON-CONTINUING WAIVER: The remedies contained herein shall be cumulative and additional to any other remedies in law or equity. No waiver of a breach or failure to enforce any provisions of this order shall constitute a continuing waiver of any other provisions herein. The invalidity in whole or in part of any condition of this order shall not affect the validity of other conditions.

OSHA REQUIREMENTS: Seller warrants that all items furnished on this purchase order are in complete and strict compliance with the provisions of the Occupational Safety and Health Act of 1970 (P.L. 91-596), and all regulations issued pursuant thereto, as well as any state or local laws or regulations pertaining to safety requirements. Seller specifically agrees to indemnify and save harmless Buyer from any and all costs, damages, fines or assessments resulting from failure of items covered by this purchase order to comply with the provisions of the aforesaid laws and regulations.

FEDERAL ACQUISITION REGULATIONS (FAR): If this order is part of a Government contract as indicated on the face of this order by the inclusion of a Government prime contract number or other indication, it is acknowledged by acceptance of this order that Seller is cognizant and aware of the following FAR clauses and will act in accordance with their intent and the intent of their incorporation herein. As used in the reference, FAR clauses, the terms "Government" and "contracting officer" shall mean "Buyer" the term "contract" shall mean this "purchase order"; and the word "contractor" shall mean "Seller". If these FAR requirements are in conflict with other terms of this purchase, the FAR requirements prevail.

#### CUSTOMS TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) PROGRAM

Buyer is supportive of Customs Trade Partnership Against Terrorism program governed by the U.S. Bureau of Customs and Border Protection. This program is designed to protect the supply chain from the introduction of terrorist contraband (weapons, explosives, biological, nuclear

or chemical agents, etc.) in shipments originating from foreign suppliers. For this purchase, Seller shipments through U.S. importers, from manufacturers in foreign countries, and brokers/freight forwarders/carriers shall be with companies that are C-TPAT validated by the U.S. Customs Service. When requested, Seller shall provide evidence that the brokers/freight forwarders/carriers used are validated under C-TPAT.

#### CONFLICT MINERALS COMPLIANCE

Seller agrees that it will (1) provide Buyer with the information Buyer in its sole discretion deems necessary to comply with the requirements of Section 1502 ("the Provision") of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Act") (Pub. L. 111-203, 124 Stat. 1376 (July 21, 2010) relating to disclosure and reporting obligations concerning the use of "conflict minerals" during each calendar year on or before February 1st of the next year and (2) undertake due diligence on its supply chain and any other measures as necessary to obtain the information necessary for Buyer to comply with such requirements.