

ACUMENT GLOBAL TECHNOLOGIES, INC. PURCHASING TERMS AND CONDITIONS

1. Parties. The Issuer of the attached Purchase Order ("Order") is either Acument Global Technologies, Inc., or one of its subsidiaries or affiliates and is hereafter referred to as "Buyer." The recipient of this Order, the supplier of Goods or Services under this Order is hereafter referred to as "Seller."
2. Terms. The attached Order, together with any attached Schedule, Exhibit, Document and any other Document referenced therein, along with the Purchasing Terms and Conditions ("Terms") set forth herein, shall constitute the contract of sale between Buyer and Seller (and may be referred to as the "Agreement"). Seller shall promptly, but not later than twenty-four (24) hours after receipt of the Order (or any later amendment thereto), accept the Order by issuing a written acknowledgement or confirmation, neither of which shall contain any terms and/or conditions that are in addition to and/or different from those set forth in the Order and these Terms. Any variance from these Terms must be approved by Buyer in writing. Acceptance of this Agreement by acknowledgement or confirmation, shipment of all or a portion of the Goods or other performance by Seller shall be unqualified, unconditional and subject to and expressly limited to the terms and conditions of this Agreement. All previous offers by Seller are hereby rejected. Buyer shall not be bound by terms additional to or different from those in this Agreement that may appear in Seller's quotations or bids, acknowledgments, invoices or in any other communications from Seller, unless such terms are expressly agreed to in a separate writing signed by Buyer. Any acceptance of any portion of this Agreement shall be deemed an acceptance by Seller of all of these terms as written, without alteration.
3. Prices and Payment. Seller represents and warrants to Buyer that the price stated in the Order (which originates from Seller through a Quotation or by other means) is at least as low as the price charged by Seller to other buyers of a class similar to Buyer and under conditions similar to those specified in the Order, and that such prices comply with applicable governmental laws and regulations in effect at the time of such Quotation or price issuance by other means. Unless otherwise specified in the Order, the price stated therein includes any and all other charges for the Goods being ordered, including, but not limited to, any charges for boxing, packing, crating, cartage, taxes or any other charges Seller might incur in preparing the goods for delivery. Invoices issued by Seller shall be paid in accordance with any terms stated in the Order, and due dates for payment shall be computed from the date of receipt of both the Goods and invoices by Buyer. Seller agrees that any price reduction required as a result of this price representation regarding any Goods will be applied to all Purchase Orders for shipments of Goods following such price reduction. Additionally, any breach of this price representation and warranty shall authorize Buyer alone to implement a price reduction for this Order either before or after shipment, invoicing and payment.
4. Conformity, Delivery, Title and Risk of Loss. Seller shall deliver Goods to the Buyer that conform to the Agreement, including but not limited, to any specifications provided by Buyer to Seller; and, no deviations from specifications are permitted without Buyer's prior written approval. Time is of the essence of this Agreement, and failure to make timely deliveries in the required quantities is a breach of this Agreement. Seller warrants to Buyer it has title to the Goods and they shall be delivered to Buyer free of all liens or other encumbrances. If requested, Seller shall deliver to Buyer releases of any liens or termination statements for any security interests satisfactory to Buyer prior to final payment on this Order. Title, and all risk of loss and damage to the Goods, shall remain with the Seller until such time as the Goods have been delivered at the DDP (Incoterms 2010) point specified in the Order; provided, however, Buyer and Seller may execute a consignment agreement by which Seller shall maintain title to the Goods following delivery to Buyer's facility until removed from consignment by Buyer, at which time, Buyer shall assume title and risk of loss. Further, title to Goods purchased by Buyer under this Agreement may immediately vest in Buyer at any point where Buyer tenders to Seller: (1) payment for the Goods and (2) written notice of Buyer's desire to take title to the Goods. If the Order for additional services including, but not limited to, unloading, installation, or testing, to be performed after delivery, Seller shall retain title (unless Buyer has paid the invoice) and risk of loss and damage to the material until the additional services have been performed. . Acceptance of any part of the order shall not bind Buyer to accept future shipments nor deprive it of the right to return goods already accepted. Notwithstanding the foregoing, if Seller is expressly authorized in writing to invoice Buyer for material upon shipment or prior to the performance of additional services, title to such material shall vest in Buyer upon payment of the invoice, but risk of loss and damage shall not pass to Buyer until completion of the additional services by Seller.
5. Packing and Traceability. All correspondence must include the Order number, Release/Line number and Vendor Identification number. All shipments must include duplicate packing slips indicating contents, part number or description, Order number, Release/Line number and Vendor Identification number. When multiple packages comprise a single shipment, the package containing the packing slip must be marked, "Packing Slip Inside." Any transportation charges paid by Seller, to which Seller is entitled to reimbursement, shall be added to Seller's invoice as a separate item and the receipted freight bill shall be attached thereto. All returnable containers for which Buyer is to be invoiced shall be invoiced by Seller and full credit rendered to Buyer upon return, at Seller's expense. If Goods are shipped in returnable containers, Buyer shall take title only to the usable portion of such Goods and Seller shall retain title to any residue remaining in such containers. Buyer shall have no obligation to clean or otherwise restore returnable containers. Seller warrants that Seller's system of production and packaging shall be such as will permit traceability of each lot of Goods, and shall include bar coding if so requested by Buyer. Seller warrants that the packaging of the Goods ordered herein shall be in compliance with all laws relating to packaging of such Goods and shall be adequate for the transit of the Goods undamaged so long as the integrity of the container is maintained.
6. Premium Shipments; Drafts. If, for any reason, Seller is unable to meet Buyer's delivery requirements, Seller shall immediately notify Buyer, in writing, of its expected duration of the delay and the reasons for such delay. Neither such notification nor an acknowledgment by Buyer shall constitute a waiver of the applicable delivery schedule or any of Buyer's rights under this Agreement. If Buyer requires a more expeditious method of transportation for the Goods other than the transportation method originally specified by Buyer because of Seller's failure or inability to meet the specified delivery schedule, Seller shall, at Buyer's option, (a) promptly reimburse Buyer the difference in cost which may be incurred by Buyer between the more expeditious method and the original method, (b) allow Buyer to reduce its payment of Seller's invoices by such difference, or (c) ship the Goods as expeditiously as possible at Seller's expense and invoice Buyer for the amount which Buyer would have paid for normal shipment. Seller shall also be liable for any direct and/or consequential damages incurred by Buyer resulting from any delay caused by Seller. Premium freight must be so noted on shipping documents. Drafts against Buyer will not be honored and C.O.D. shipments will not be accepted unless expressly agreed to in writing by Buyer.
7. Default and Cancellation. Buyer may, in Buyer's sole discretion, elect to cancel this Agreement or any part thereof at no cost to Buyer in the event of Seller's Default as hereinafter described. Seller's Default shall include, without limitation: (a) Seller's failure to comply with the specifications, delivery requirements or terms and conditions of this Agreement; (b) Seller's failure to deliver Goods ordered herein in accordance with the delivery and timing requirement or in accordance with Buyer's specifications; or (c) Seller's threatened or actual refusal to deliver Goods for any reason ("Seller's Default"). In the event of Seller's Default under (c) above, the parties acknowledge and agree that such default by Seller will cause Buyer irreparable harm and Buyer shall be entitled to any and all legal and equitable rights and remedies available to it against Seller to remedy such default, including, without limitation, injunctive relief prohibiting Seller from refusing to deliver the Goods. If Seller has actually refused to deliver Goods as set forth in (c) above, the parties stipulate that it will be difficult to ascertain the amount of damages resulting from such default and that, in addition to all other rights and remedies available to Buyer, Seller will pay to Buyer \$50,000.00 per day as liquidated damages for each day that Seller refuses to deliver the Goods. The parties agree that this sum represents a reasonable estimate of damages and does not constitute a penalty. In case of ambiguity in the specifications, drawings or other requirements of the Agreement, before proceeding, it is Seller's obligation to seek clarification from Buyer, whose written interpretation shall be final. Buyer's right to cancel hereunder shall be in addition to all other rights and remedies available to Buyer under this Agreement, the Uniform Commercial Code or otherwise; and Buyer shall have no obligation for payment to Seller for work in progress or otherwise incomplete Goods.
8. Termination for Convenience. In addition to its other rights and remedies, Buyer shall have the right to terminate the Order and this Agreement in whole or in part, without cause, upon notice in writing to Seller. Seller shall thereupon, as directed, cease work and deliver to Buyer all completed and partially completed Goods or materials and work in process, and Buyer shall pay Seller the following, which in no event shall exceed the total price provided for herein: (a) the applicable price provided in the Order for all Goods which have been completed prior to termination and which are accepted by Buyer, or (b) to the extent commercially reasonable, the actual expenditures on the uncompleted portion of the Order, including cancellation charges paid by the Seller on account of commercially reasonable

ACUMENT GLOBAL TECHNOLOGIES, INC. PURCHASING TERMS AND CONDITIONS

commitments made under the terminated Order. Seller agrees that it will take all steps reasonably calculated to mitigate and minimize the cost to Buyer of such termination.

9. **Proprietary Rights and Infringement.** Seller undertakes and agrees to exonerate, indemnify, hold harmless and, if requested by Buyer, defend, at Seller's own expense all suits, actions or proceedings brought against Buyer, its affiliates and subsidiaries or any of Buyer's directors, officers, employees, agents, dealers, customers, or the users of any of the Goods purchased under this Agreement for actual or alleged infringement of any intellectual property right including, but not limited to, copyright, trademark, trade secret, United States or foreign letters patent or other proprietary rights of any third party on account of the use or sale of any such Good alone or in combination with other Goods or materials and Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's or its customers' specifications and Seller further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against any indemnified party.

10. **Warranty.** Seller warrants to Buyer and Buyer's customers that Goods furnished pursuant to this Agreement will be new, merchantable, free from defects in design (unless manufactured to a design furnished through Buyer), material, warning requirements and workmanship and will conform to and perform in accordance with the Buyer's specifications for such Goods and all other agreed upon specifications, drawings, models and samples. Seller further agrees that it shall be solely liable for all claims of a defect (or alleged defect) in material, merchantability, workmanship, warning requirements and design (unless manufactured to a design furnished through Buyer) of the Goods, and from failure to meet any such specifications. It is agreed that these warranties extend to the future performance of the Goods. Seller also warrants to Buyer and its customers that services will be performed in a first class, workmanlike manner. In addition, if Goods furnished contain one or more sellers' warranties, Seller hereby assigns such warranties to Buyer and its customers. All warranties shall survive inspection, acceptance and payment and shall continue, at a minimum, for the longer of thirty-six (36) months or such period as Buyer has warranted such Goods, or other items of which the Goods are a component, to its customer. Goods or services not meeting the warranties will be, at Buyer's option and without limitation of Buyer's other rights and remedies under this Agreement or otherwise, returned for or subject to refund, repaired, replaced or reperfomed by Seller at no cost to Buyer or its customers and with transportation costs and risk of loss and damage in transit borne by Seller. Repaired and replacement Goods shall be warranted as set forth above in this clause.

11. **Quality Assurance.** If Seller supplies Goods for use in production under ISO9000, AS9100, VDA 6.1, TS16949 or any other quality assurance system specified by Buyer or its customers, Seller shall comply with such quality system standard for such Goods covered by any Order. Seller agrees to permit Buyer or its customers to review Seller's procedures, practices, processes and related documents to determine such acceptability. This requirement is in addition to any special quality assurance provisions which may be incorporated elsewhere in this Agreement. All of Seller's quality-related books and records shall be kept complete and available to Buyer or its customers during the term of this Agreement and for such longer period and in such manner as may be specified by Buyer or required by law.

If Seller supplies Goods for use in Aerospace, Seller further agrees to the following:

- A. Goods and materials must be processed in accordance with any specifications noted on the Purchase Order, must be aerospace grade and must be compliant to Defense Federal Acquisition Regulations ("DFAR"). Test reports must include actual test results and include statement that the Goods and materials are DFAR compliant.
- B. Seller agrees that all personnel approving material for use in the manufacture of Goods must be full-time employees of Seller who have successfully completed qualification training. Records of said training must be available for review by the Buyer.
- C. In accordance with aerospace industry standards, Acument Global Technologies Aerospace division uses a combination of Work In Process (WIP) Lot number and heat number for identifying each lot, and each lot consists of one and only one coil. Therefore, Seller agrees that during processing, no other lots or other product is to be commingled with Goods or materials intended for sale to Acument Global Technologies Aerospace division(s).
- D. Seller agrees to process all Goods in accordance with process requirements set forth in the Purchase Orders (and all standards referenced therein) and inspection instructions, including without limitation sample size, process drawings, and other relevant technical data.
- E. When applicable, Buyer shall provide to the Seller requirements for testing, examination, inspection, or related instructions with respect to the Goods.
- F. Seller agrees to comply with Buyer's requirements for test specimens such as production method, number, and storage conditions (when applicable) without deviation.
- G. Seller agrees to notify Buyer in writing of suspect or non-conforming Goods within 24 hours of discovery. Approval and acceptance of Seller's suspect or non-conforming Goods requires notification to Buyer's customer(s) of the issue, and approval of the deviation by said customer(s).
- H. Seller agrees that any change in specifications, process, methods, inspection criteria, lubricants, perishable tooling, cutting fluids, etc., are prohibited without the prior written approval of Buyer's Quality Management. Seller further agrees that out-sourcing of Goods intended for sale to Acument Global Technologies Aerospace division is prohibited without prior written approval from Buyer's Quality Management. If the Buyer's Quality Management agrees to the out sourcing of Goods or process from the Seller to a sub-tier supplier, all requirements and obligations set forth in the Purchase Order, specifications, key characteristics, sampling plan, blueprints, gages, etc., must be adhered to and satisfied by the sub-tier supplier.
- I. Seller agrees that all Goods sold to Buyer must be released under positive recall (as described in AS9100) at all times.
- J. In addition to the requirements set forth below in Section 20, Seller agrees that it will maintain aviation products and grounding liability insurance with a combined single limit for bodily injury and property damage in the amount of \$5,000,000 per occurrence and in the annual aggregate including 100% grounding liability.

12. **Inspection and Rejection of Goods.** All Goods furnished hereunder and all records to be furnished therewith shall be subject to inspection at destination, notwithstanding any previous inspection, and Seller shall be given notice of any defects other than latent defects within a reasonable time after receipt of the Goods. Buyer may reject or require the prompt correction, in place or otherwise, of any Goods which are defective in material, workmanship, design (unless manufactured to a design furnished through Buyer) or which otherwise fail to meet the requirements of the applicable Order. Buyer may, in addition to any rights it may have by law, prepare for return shipment and return the Goods to Seller or require Seller to remove them, and the expense of any such action, including, transportation both ways, if any, shall be borne by Seller. If Seller fails promptly to remove such Goods or to proceed promptly to replace or correct them, Buyer may replace or correct such Goods at the expense of Seller, including any excess cost. Payment for any or all of the Goods or services supplied hereunder shall not constitute acceptance by Buyer. Nothing in this paragraph shall in any way limit Buyer's rights under the paragraphs hereof entitled "Warranty" or "Indemnification".

13. **Indemnification.** Seller hereby agrees to exonerate, defend, indemnify and hold Buyer harmless; and, if requested by Buyer, to defend Buyer and its affiliates and subsidiaries or any of Buyer's directors, officers, employees, agents, dealers, customers, or the users of any of the Goods purchased under the Agreement against and from any and all claims, actions, costs, losses, liabilities and damages (including expenses relating to defense, such as reasonable attorney's fees and expenses) arising from a defect or an alleged defect (including, without limitation, failure to warn) in the Goods or other breach of this Agreement, whether such liability arises as a matter of contract (e.g., warranty, repair, replacement, downtime of a customer's assembly line, recall, etc.) or tort (injury to property or person), including, without limitation, all liability for incidental, consequential or special damages. Buyer may, at its option, tender the defense of any claim of liability against Buyer to Seller, in which case Seller shall have the right to settle any such claim provided such settlement is at Seller's expense and involves no action or forbearance by Buyer. Buyer retains the right to defend such claim itself, but subject to indemnification by Seller. Buyer and Seller agree to cooperate reasonably in any such defense.

ACUMENT GLOBAL TECHNOLOGIES, INC. PURCHASING TERMS AND CONDITIONS

14. Inspection. Buyer, and its personnel and customers, shall have the right from time to time to send to Seller's manufacturing facilities its personnel for performing tests upon the material or Goods covered by any Order to ascertain that specified quality standards are being maintained. Buyer's personnel shall have the privilege of visiting all places within the various facilities where raw materials, components or equipment are stored or where manufacturing is being accomplished incident to fulfilling any Order. Buyer's personnel shall also have the privilege of using Seller's test equipment for the purpose of performing necessary tests.
15. Supplementary Information. Any specifications, drawings, notes, instructions, engineering notices, technical data, or terms and conditions of Buyer's customer referred to in the Order and this Agreement shall be deemed to be incorporated herein by reference as if fully set forth. In case of any discrepancies or questions, Seller shall refer such matters to Buyer's Supply Chain department for decision, instruction or interpretation.
16. Buyer's Proprietary Property. All specifications, blueprints, technical documents, instructions, molds, models, casts, formulas, sketches, drawings, manufacturing processes, know-how, software and software protocols, electronic commerce system information, inventory management system information, and other business information supplied to Seller under this Agreement or prepared for Buyer under this Agreement shall be proprietary to Buyer ("Buyer's Proprietary Property") and shall remain the sole property of Buyer, except that exclusive designs developed by Seller prior to the placement of a Purchase Order shall remain the property of Seller. Buyer's Proprietary Property shall be kept confidential, shall not be used by Seller, its agents, representatives or employees for any purpose except in connection with the work to be done by Seller for Buyer under this Agreement, and shall not be used disclosed or made available to any other third party by Seller or its agents, representative or employees. By its acceptance of this Agreement, Seller agrees to take all necessary precautions against theft, destruction, damage, loss, unauthorized duplication or wrongful distribution, or unauthorized use of Buyer's Proprietary Property. Unless otherwise agreed to by Buyer in writing, Buyer's Proprietary Property shall be returned to Buyer upon completion of production or processing or earlier, upon Buyer's demand.
17. Information Disclosed to Buyer. Unless specifically provided in this Agreement or expressly agreed to in writing by Buyer, no information or knowledge heretofore or hereafter disclosed to Buyer, in the performance of or in connection with this Agreement, shall be deemed to be confidential or proprietary, and any such information or knowledge shall be free from any restrictions (other than a claim for patent infringement) as part of the consideration for this Purchase Order.
18. Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.
19. Property Furnished by Buyer. Except as specified below, all patterns, dies, molds, tools, models, jigs, core boxes, piece parts, samples, materials, drawings, specifications, test reports, technical material, advertising material, and any other personal property furnished to Seller by Buyer, or specifically paid for by Buyer for use in performance of the Order, shall be and remain the property of Buyer, shall be subject to disposition according to Buyer's Instruction and shall be used only in filling orders from Buyer. Any such property furnished by Buyer to Seller shall be appropriately maintained by Seller in order to preserve the condition of such property to the greatest extent possible, reasonable wear and tear excepted. Any waste materials or byproducts generated by or resulting from operations on, use of, or processing of materials furnished to Seller by Buyer, or materials specifically paid for by Buyer for use in performance of an Order, shall be and remain the property of Seller and shall not be subject to disposition to Buyer's instruction, unless Buyer has specifically requested, in writing, return of such waste materials or byproducts, which in such case will be the property of Buyer.
20. Insurance. Seller agrees that it will maintain primary, worldwide (when appropriate) insurance in an amount not less than \$1 million per occurrence, combined single limit for death, bodily injury and property damage against all liability arising out of the manufacture, sale and use of Goods sold by Buyer, regardless of the date of the occurrence creating such liability. Buyer shall be named as an additional insured under a broad form vendor's endorsement to such policy. Seller will provide Buyer with a certificate of such insurance. At least seven (7) days prior to the start of work on Buyer's premises, Seller shall submit copies of certificates of insurance and policies from insurance companies acceptable to Buyer, for the following types of coverage and minimum limits: (1) Worker's Compensation and Occupational Disease Insurance, and U.S. Longshoremen & Harbor Workers' Compensation Insurance (where required), in statutory limits in accordance with applicable local and federal laws. (2) Employer's Liability Insurance in a minimum limits of \$1,000,000 each accident and \$1,000,000 each employee and policy limit for Disease; (3) Automobile Liability Insurance with a minimum Combined Single Limit of \$ 1,000,000 covering all owned, non-owned and hired vehicles used by Seller in the performance of services hereunder. (4) Commercial General Liability Insurance for Bodily Injury and Property Damage in minimum limits of \$1,000,000 each Occurrence, \$300,000 each occurrence for damage to rented premises, \$1,000,000 for Personal Injury and Advertising Injury; \$2,000,000 in the aggregate for products and completed operations; and \$2,000,000 General Aggregate. (4) Umbrella liability insurance in the amount of \$5,000,000 each occurrence and in the aggregate. All insurance will be written by companies licensed to do business in the state where the services will be rendered and who carry an AM Best's rating of no less than A-VII. All certificates of insurance shall be accompanied by an endorsement issued by the respective insurers providing that no policy will be cancelled or non-renewed without providing Buyer with thirty (30) days' prior written notice. It is Seller's responsibility to determine the adequacy of any subcontractors' insurance and indemnification obligations.
21. Work on Buyer's Premises. In addition to other terms contained herein, if this Order requires Seller to perform any services upon property (real or personal) owned or controlled by Buyer, the following shall apply:
- (a) Seller agrees to furnish to Buyer, as a condition precedent to final payment, a complete release of all liens, together with a certificate by Seller that the release contains the signatures of all those who performed services or furnished materials under this Order.
 - (b) Seller agrees to exonerate, indemnify, defend and hold harmless Buyer, and its directors, officers, employees and agents, from and against any and all claims and demands (including costs, litigation expenses and counsel fees incurred in connection therewith) arising out of injury to, or death of, any person whatsoever or injury or damage to property of any kind by whomsoever owned, or the environment, arising out of the performance by Seller, Seller's subcontractors or Seller's agents of any work which is the subject of the Order.
22. U.S. Fastener Quality Act and TREAD Act. In the event that the U.S. Fastener Quality Act (FQA) or the Transportation Recall Enhancement, Accountability, and Documentation (TREAD ACT) applies to any Goods furnished under this Agreement, Seller shall comply with all requirements of the FQA and TREAD ACT and applicable regulations, including without limitation, regulations pertaining to manufacturer's insignia, manufacturer's record of conformance, and record keeping. Seller represents and agrees that all fasteners furnished under this order which are covered by the FQA will have been manufactured in accordance with the FQA. Seller agrees to furnish to Buyer (or Buyer's customers if requested by Buyer) a manufacturer's record of conformance as necessary in support of compliance with the FQA and the TREAD ACT. Seller agrees that any such record (or copies thereof) may be furnished by Buyer to its customers or other parties requiring such documents.
23. Compliance with Laws: Conflict Minerals. Seller represents that the Goods covered by this Agreement, together with their containers and other packaging, have been manufactured in accordance with the requirements of all applicable federal, state, local and foreign laws, ordinances, regulations and codes ("laws and regulations") and safety constraints on restricted, toxic and hazardous materials, as well as environmental, electrical, and electromagnetic considerations applicable to the country of manufacture and sale. Seller further agrees to furnish Buyer, upon request, a certificate attesting to such compliance in such form as Buyer may require. Seller and all persons furnished by Seller shall comply at their own expense with all such applicable laws and regulations from which liability may accrue to Buyer for

ACUMENT GLOBAL TECHNOLOGIES, INC. PURCHASING TERMS AND CONDITIONS

any violation thereof by Seller, and including the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections in performance under this Agreement. Seller agrees to indemnify, defend (at Buyer's request) and save harmless Buyer, its affiliates, its and their customers and each of their officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorney's fees) that arise out of or result from any failure to do so.

Seller recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten, gold and other designated minerals (collectively, "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries ("Covered Countries"). Accordingly, Seller commits to comply with Section 1502 of the Act and its implementing regulations. In particular, Seller commits to implement a supply chain policy and processes to undertake (1) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into products it provides to Buyer; (2) due diligence of its supply chain, as necessary, to determine if Conflict Minerals sourced from the Covered Countries directly or indirectly support unlawful conflict there, and (3) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Seller shall take all other measures as are necessary to comply with the Act and its implementing regulations, as they may be amended over time.

24. Export Controls. Seller agrees to comply with all applicable U.S. export and import control regulations, including but not limited to, the Export Administration Regulations (EAR), 15 C.F.R. Part 730 et seq., and the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Part 120-130 as well as sanctions laws and regulations administered by the Office of Foreign Assets Control. In particular, Seller certifies that:

- (a) Seller maintains an effective export/import compliance program.
- (b) If Seller is engaged in the business of manufacturing, exporting and/or brokering defense articles or defense services, Seller maintains a current registration with the Department of State's Directorate of Defense Trade Controls, as applicable;
- (c) Seller will obtain all export licenses, import permits and/or other authorizations that may be required as part of the delivery of Goods under this Purchase Order;
- (d) Seller will not provide or otherwise disclose any of Buyer's export controlled products or technology—either directly or indirectly—to any Foreign Person (as defined by the EAR and the ITAR) without obtaining the necessary export authorization.
- (e) Seller shall immediately notify Buyer if Seller or any of its principals becomes ineligible to engage in export activities or receive exports or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. government agency.
- (f) To the extent Seller is a U.S. company, Seller agrees to identify in writing the U.S. export controls applicable to the items being provided to Buyer. Such controls include whether or not the items are ITAR controlled or EAR controlled or controlled for export by any other U.S. government agency. To the extent the items are ITAR controlled, Seller agrees to identify the applicable U.S. Munitions List category. To the extent the items are EAR controlled, Seller agreed to identify the applicable Export Control Classification Number (ECCN), down to the paragraph or subparagraph level.

24. NAFTA, Certification of Origin and Duty Drawback. With respect to all Goods delivered from any point within the NAFTA territory (Canada, Mexico and the United States of America), Seller shall provide, with its invoice, a North American Free Trade Agreement Certificate of Origin on U. S. Customs Form 434 or the corresponding Canadian or Mexican form. Seller agrees to transfer to Buyer all customs duty and import drawback rights, if any (including rights developed by substitution and rights which may be acquired from Seller's suppliers), related to the Goods and which Seller can transfer to Buyer. Seller agrees to inform Buyer promptly of any such rights and to supply all documents which Buyer may request or which may be required to enable Buyer to obtain such customs duty and import drawback rights. Seller shall indemnify and hold harmless Buyer, its subsidiaries and affiliates, its and their customers and each of their officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorney's fees) that arise out of Seller's non-compliance with U.S. or foreign customs laws or regulations.

25. Equal Opportunity. This Agreement shall be deemed to include, to the extent applicable hereto: (a) the Equal Employment Opportunity Clause referred to in Executive Order 11246, as amended, (b) all provisions of 41 CFR 60-250, as amended, pertaining to Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era where the value of Goods or services furnished hereunder exceeds \$10,000, (c) all provisions of 41 CFR 60-741, as amended, pertaining to Affirmative Action for Handicapped Workers where the value of the Goods and services furnished hereunder exceeds \$2,500, and (d) similar applicable requirements of any state or local law.

26. Changes. Buyer may at any time, by written order, make changes or additions within the general scope of this Agreement. If any such change causes any increase or decrease in the cost of, or the time required for, performance of this Agreement, Seller shall notify Buyer in writing, and the parties agree that an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this Agreement. Any claims by Seller for upward adjustment of price or time requirements must be asserted within thirty (30) days after Seller's receipt of notice of the change from Buyer. Nothing herein shall excuse Seller from proceeding with the Agreement as changed.

27. Publicity, Promotion or Advertising. Seller shall not, without Buyer's prior written consent, issue any news release, advertisement, publicity or promotional material regarding this Agreement, including denial or confirmation thereof.

28. Insolvency. If Seller ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought against Seller or commenced by Seller on its own behalf, or if a receiver for Seller is appointed or applied for, or if an assignment for the benefit of creditors is made by Seller, Buyer may terminate this Agreement without liability, except for deliveries previously made or for Goods covered by this Agreement then completed and subsequently delivered in accordance with the terms of this Agreement.

29. Survival. The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement, including any indemnities, warranties and expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the parties, notwithstanding any such termination, cancellation, completion or expiration.

30. Governing Law. The contract resulting from the Order and this Agreement is to be construed according to the laws of the state of the United States from which this Order and Agreement issues, as shown by the address of Buyer printed on the face of this Agreement. The parties agree that any controversy arising under this Agreement shall be determined by the courts of said state, and Seller hereby submits and consents to the jurisdiction of said courts.