

**AIM Group U.S.A.
USA Inc.
Purchase Order Terms and Conditions**

1. **ACCEPTANCE:** This order is AIM Group USA Inc.'s ("Buyer") offer to the seller listed on this order (the "Seller"), and acceptance is strictly limited to its terms. Buyer shall not be bound by and specifically objects to any term or condition whatsoever which is different from or in addition to the provisions of this order, whether or not such term or condition will materially alter this order. Seller commencement of performance or acceptance of this Order in any manner shall conclusively evidence agreement to this order as written.
2. **PRICE:** Seller shall furnish the goods covered by this order (the "Products" or "Goods") or the services covered by this order (the "Services") in accordance with the prices and delivery schedule stated on the face of this order. All prices shall include applicable taxes, except sales taxes which are to be separately shown where applicable. Seller warrants that the prices charged for the Goods or Services ordered will be as low as the lowest prices charged by the Seller to any customers purchasing similar goods or services in the same or smaller quantities and under like circumstances. Neither signing a receipt for Products, nor payment to Seller, shall constitute either an acceptance by Buyer or waiver of any of Seller's warranties. The time allowable for payment shall begin after both: (a) Buyer's receipt of Seller's invoice and (b) delivery of acceptable Products, Products-related supplies or performance of satisfactory services.
3. **QUALITY SYSTEM:** Seller shall maintain an accredited Industry Controlled Other Party (ICOP) certification/registration or have in place a Quality System compliance to the applicable Aerospace Standard for product(s) supplied. Buyer reserves the right to make the final determination of Seller's compliance and also the right to grant conditional approval based on the Seller's statement of work.
4. **CHANGE IN QUALITY SYSTEM OR MANAGEMENT:** Seller shall promptly notify Buyer Quality Management when changes occur in Seller's management representative(s) who were assigned the responsibility and authority of Seller's quality system or in the event of a process or quality system decertification.
5. **CHANGE IN MANUFACTURING FACILITY LOCATION:** Seller shall immediately notify in writing the Buyer Quality Department that supports Seller's facility of any change to the name or address of the manufacturing facility.
6. **SELLERS INSPECTION:** Seller shall inspect or otherwise verify that all Products and Services, including those components procured from or furnished by subcontractors or supplier or the Buyer, shall conform with the requirements of the Order prior to shipment to the Buyer. Seller shall be responsible for all tests and inspection of the Products during receiving, manufacturing and Seller's final inspection. Seller agrees to furnish copies of test and/or control data upon request from the Buyer.
7. **SELLERS INSPECTION REQUIREMENTS:** Seller shall perform 100% inspection for in-process and final inspection, or have a process in place that conforms to the requirements of sampling inspection found in SAE APR9013 and its applicable dash numbers. Note: Sampling inspection is not allowed for characteristics identified in the design documents as "Safety" or "Critical".
8. **FIRST ARTICLE INSPECTION:** Seller must perform First Article Inspection Report (FAIR) per AS9102 first article requirements and submit with shipment on the initial part or lot (as applicable) at the detail, subassembly, and / or assembly level. The results of the FAIR will be documented on data sheets and will indicate 100% conformance to engineering characteristics, special processes, functional test, and laboratory requirements. Subsequent FAIR's will be performed if tooling rework or modification and / or change(s) in supplier's manufacturing method occur. Engineering drawing revisions affecting dimensional characteristics will require a new FAIR incorporating the differences and / or tool proofing inspection.
9. **NET-INSPECT:** For Boeing designed products: First Article Inspection Reports (FAIR) are to be submitted via Net-Inspect or shall be submitted with shipment following AS9102 requirements. Current users of Net-Inspect must establish Buyer as a customer in their database. Supplier must then contact their AIM Buyer so they can be established in the AIM Net-Inspect system. Suppliers without Net-Inspect must go to <https://www.net-inspect.com/Contact/newsupplieraccount.aspx> and then fill out the form. Note: Suppliers are responsible to access the Setup Guide and take appropriate steps.
10. **DIGITAL PRODUCT DEFINITION/MODEL BASED DEFINITION (DPD/MBD):** When customer authority or derivative datasets are used for product manufacturing and/or acceptance, the Seller shall have processes in place to maintain configuration management as well as the security and integrity of the DPD/MBD throughout all manufacturing and inspection activities. Customer and regulatory agencies have the right to survey and/or review the DPD/MBD quality assurance and configuration management systems of the Seller and sub-tier suppliers. Examples or review may include but are not limited to DPD/BMD maintenance, change incorporation, use and security for manufacturing and/or inspection as applicable. (Seller shall comply with the obligations of the supplier in Boeing document D6-

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51991, as such document may be amended by Boeing from time to time, which obligations are hereby made a part of this Purchase Order.)

11. **DELEGATION OF PRODUCT VERIFICATION:** Seller must receive written approval from AIM Group Quality Management prior to delegating part verification responsibility. When Seller delegates product verification, Seller shall conform to the requirements of AS9117, "Delegated Product Release Verification. Buyer reserves the right to conduct surveillance at Seller's facility to determine that Seller's quality system conforms to the requirements of AS9117. AS9117 establishes minimum requirements for Seller's delegation of product verification. When delegating product verification, Seller is not relieved of its obligations under this order.
12. **REFUSAL OF ACCEPTANCE/REJECTION/REVOCATION:** If the Goods are defective or otherwise not in conformity with the requirements of this order, Buyer may also reject, refuse acceptance or revoke acceptance of any or all of the Products which are not strictly in conformance with all of the requirements of this Purchase Order and shall notify Seller of such rejection in a timely manner. At Buyer's election and at Seller's risk and expense, all such Products may be returned to Seller for immediate (at Buyer's election) refund, repair, replacement or other correction and redelivery to Buyer. Buyer may **(a)** hold or retain such Products, without permitting any repair, replacement or other correction by Seller; **(b)** hold or retain such Products for repair by Seller as Buyer may require; **(c)** hold such Products until Seller has delivered conforming replacements for such Products; **(d)** hold such Products until conforming replacements are obtained from a third party; **(e)** return such Products with instruction to Seller as to whether the Products shall be repaired or replaced and as to the manner of redelivery; or **(f)** terminate this order for cause as provided in Section 35(b) hereof. All repair, replacement and other correction and redelivery shall be completed within such time as Buyer may require. All costs and expenses (to include Freight) and loss of value incurred as a result of or in connection with nonconformance and repair, replacement or other correction may be recovered from Seller by equitable price reduction, set-off or credit against any amounts which may be owed to Seller under this Purchase Order or otherwise. Rights granted to Buyer under this Section 12 are in addition to any other rights or remedies provided elsewhere in this order or in law.
13. **REQUESTS FOR MRB DISPOSITIONS:** Seller is not authorized to disposition nonconforming products. Requests for Buyer MRB dispositions (Use as is, Repair) shall be submitted to the Buyer Quality Department.
14. **VERIFICATION OF CORRECTIVE ACTION:** When Buyer notifies Seller of a detected nonconformance, Seller shall immediately take action to eliminate the nonconformance on all Products in Seller's control. Seller shall also maintain on file verification that root cause corrective action has occurred and has resolved the subject condition.
15. **NOTICE OF ESCAPEMENT:** The Seller shall provide written notification to Buyer within one business day after a nonconformance is determined, or suspected, to exist on Product already delivered to Buyer under any Buyer Purchase Order, with the following information provided to Buyer: **(a)** Affected process or part number and name; **(b)** Description of the problem (i.e., what it is and what it should be); **(c)** Quantity and dates delivered; and **(d)** Suspect/affected serial number(s) or date codes, when applicable. If the nonconformity has been identified by Buyer and communicated to the Seller using a nonconformance record, or other equivalent means, requesting a corrective action response, the Seller shall notify the Buyer if additional product has been found to be so affected.
16. **RIGHT OF ENTRY:** The Buyer and/or regulatory agencies reserve the right of entry into Seller's facility to monitor applicable records, goods and processes intended for sale to Buyer.
17. **GOVERNMENT SURVEILLANCE:** During performance on this order, Seller's quality program or inspection system and manufacturing processes may be subject to review, verification, and analysis by authorized Government Representatives. Government inspection or release of Product is required only if Buyer notifies Seller. A copy of the Buyer's Purchase Order will be furnished to the Government representative, upon request.
18. **REGULATORY APPROVALS:** For aircraft regulated by Civil Aviation Authorities, regulatory approval may be required for Seller to make direct sales (does not include "direct ship" sale authorized by Buyer) of modification or replacement parts to owners/operators of type-certificated aircraft. Regulatory approval, such as FAA Parts Manufacturer Approval (PMA), is granted by Civil Aviation Authorities. Seller agrees not to engage in any such direct sales of Products or Services under this Agreement without appropriate regulatory approval.
19. **QUALITY ASSURANCE RECORDS:** Seller will retain manufacturing planning, all certifications, and test reports required to assure that commodity conforms to the contractual and technical requirements for the Purchase Order for a minimum of the calendar year plus

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ten (10) years from the date of shipment under each applicable order for all product/part numbers. At the expiration of such period set forth above and prior to any disposal of records, seller will notify Buyer of records to be disposed of and Buyer reserves the right to request delivery of such records. In the event Buyer chooses to exercise this right, Seller shall promptly deliver such records to Buyer at no additional costs on media agreed to by both parties. Buyer requires that the provisions/requirements set forth above be included in Sellers direct supply contracts related to the Products/Part Numbers, and Seller will require that the provisions/requirements set forth above be included in any supply contracts entered into by its suppliers related to the Products.

20. **APPROVED PROCESS REQUIREMENTS:** A legible and reproducible copy of special process certifications (i.e. testing, heat treat, non-destructive testing, etc.) will accompany each shipment of material, parts, or assemblies. Special processes will be performed by customer (process specification owner) approved sources.
21. **SUBCONTRACTS:** Seller shall obtain Buyer's prior written consent before subcontracting any portion of its obligations under this order, with the exception of special processing used in completing the production of contracted part, assembly or component. Only design authority approved sources may be used.
22. **WORK TRANSFER:** (As defined in AS9100D, 8.1...Note: For the control of work transfer from the organization to an external provider, or from an external provider to another external provider) Subject to Section 21 above:
Non-US Country: Seller shall not relocate or subcontract to a non-US country (e.g. US to Non-US, Non-US to Non-US) any contracted part, assembly or component(s) thereof without prior written consent of Buyer.
US Country: Seller shall not relocate or subcontract to a US country (e.g. US to US, Non-US to US) any contracted part, assembly or component(s) thereof, that includes Category 1 and/or 2 parts as listed and/or acknowledgement from the Buyer.
Note: See the FAA's website, www.faa.gov, for Category Parts List.
Notifications shall be prior to the manufacturing start date of the first part associated with the work transfer.
23. **COUNTERFEIT PARTS:** Seller shall not deliver Counterfeit Parts or Work to Buyer under this purchase order. The requirements of SAE AS5553 and SAE AS6174 shall be in force as applicable.
As used in this purchase order, Counterfeit Parts or Work shall be defined as parts or work that, at any level to the lowest level of assembly or manufacture have not been designed and/or produced under an approved system of manufacture and/or that do not conform to prescribed manufacturing and quality standards. This term shall also include otherwise appropriately approved parts or work that have reached their design-limit lifetime, have been altered in a fashion not approved, or have been repaired, salvaged or harvested without proper disclosure of such nature. In the event that parts or work delivered under this purchase order constitute or include Counterfeit Parts or Work Seller shall, at its sole expense promptly replace such Counterfeit Parts or Work with parts or work conforming to the requirements of this purchase order. Notwithstanding any other provisions in this order or other agreements, Seller shall be liable for all costs related to removal and replacement of Counterfeit Parts and Work including without limitation Buyer costs of identifying, removing, exchanging, and replacing (together with any re-testing or calibrating necessitated by replacing) such Counterfeit Parts or Work. The remedies contained herein are in addition to any other remedies that Buyer may have at law or equity.
24. **MATERIALS:** If Buyer furnishes any material (such as extrusions, fasteners, bearings, bushings, etc.) for fabrication hereunder Seller agrees **(a)** not to substitute any other material in such fabrication without Buyers written consent; **(b)** title to such materials shall not be affected by incorporation in or attachment to any other property; and **(c)** all such material (except that which becomes normal industrial waste or is replaced at the sellers expense) will be returned in the form of products or unused material to Buyer. In addition, Seller shall inspect any Buyer furnished material and shall have the right to reject any nonconforming material, but in the event of losses or attrition thereafter, Seller shall be responsible for replacing such material at Seller's expense. Inaccuracies, out of tolerance conditions or inadequacies in quantity of materials accepted by the Seller shall not excuse performance in strict accordance with the applicable specifications and/or drawings. Parts or assemblies manufactured from Buyer furnished materials will be accompanied by a reproducible copy of a certification stating that parts and/or assemblies were produced from Buyer furnished material. Certification will be identified with the part number and Seller's lot number, material manufacturer's name and material certification number if drop shipped from material manufacturer to Seller, or Buyer Packing Slip number if shipped from Buyer.
25. **CHANGES TO MATERIALS AND/OR PROCESSES:** Seller agrees not to make any change in materials, processes or design details of parts supplied after qualification or approval without prior written approval from Buyer. This shall include changes in materials, process or

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design details by subcontractors. In addition to these changes, changes which would affect the part or any component thereof with regard to **(a)** part number identification, **(b)** physical or functional interchangeability, and **(c)** repair and overhaul procedures and processes and material changes which affect these procedures without prior written approval of Buyer is prohibited. If such approval is granted, all part numbers and the originals of all drawings or data shall be revised and provided to Buyer accordingly. Seller will ensure subcontracts include the above requirements for supplier part numbered items, whether such equipment is supplied to Seller as an end item or as a component part of an end item.

26. **CONFLICT MINERALS:** Seller agrees to respond in a timely manner, and to the best of its knowledge and belief following a reasonable country of origin due diligence inquiry. This requirement is in accordance with the framework in the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. Seller agrees to support any request by, or on behalf of, Buyer, for information on the origin, source and chain of custody information of 3TG (defined as: tin, tantalum, tungsten, and gold) minerals necessary to the functionality or production of a product manufactured by the seller, or supplied by the seller, to the Buyer. Further, Seller agrees to provide Buyer timely notice when Seller becomes aware that any 3TG in a product or component it supplies to Buyer finances or benefits armed groups in the Democratic Republic of Congo or an adjoining country. In addition, you understand and acknowledge that any information you provide in this regard may be used by Buyer to comply with its reporting obligations under the Rule 13p-1 of the Securities and Exchange Act of 1934, as amended and the Dodd-Frank Wall Street Reform and Consumer Protection Act, including filing a Form SD and Conflict Minerals Report with the U.S. Securities and Exchange Commission.
27. **HAZARDOUS MATERIAL:** Where applicable, Seller shall provide all materials required by this purchase order in compliance with applicable OSHA requirements as specified in 29 CFR 1910.1200 including providing complete and accurate material safety data sheets (MSDS's). Additionally, MSDS's shall identify chemicals by their chemical abstract system (CAS) numbers.
28. **SHELF LIFE AND TEMPERATURE SENSITIVE MATERIALS:** The Seller will identify all materials and articles, which have definite characteristics of quality degradation with age or environment. Seller will affix this information directly on the material container or article. This identification will indicate the date useful life was initiated and the date or cycle at which the useful life will be expended. When environment is a factor in determining useful life, the identification will include the storage conditions (i.e. temperature, humidity, etc.) required to achieve the stated life. Unless otherwise directed by the Purchase Order, a minimum of 75% of the applicable material / article shelf life will remain upon receipt by the Buyer or the material is subject to rejection and return to Seller.
29. **TRACEABILITY/LOT AND BATCH CONTROL:** Seller will maintain lot and batch control of raw materials and detail parts to purchased items through the use of lot, batch, serial number, or date of manufacture, as applicable for all items in the shipment.
30. **MATERIAL TEST REPORTS:** A legible and reproducible copy of material test reports will accompany each shipment. Test reports will be identified with specification number and heat and/or cure lot number. Chemical and physical test reports will include actual numerical values for each property tested in accordance with the applicable specification. When more than one specimen is required, test results of each is required on the report. Specification and revision will be shown on each test report furnished.
31. **FOREIGN OBJECT DAMAGE (FOD) CONTROL:** Buyer shall maintain a FOD control program aligned to National Aerospace Standard NAS-412, Foreign Object Damage/Foreign Object Debris (FOD) prevention.
32. **TOOLS:** If Buyer furnishes Seller equipment (such as special dies, molds, jigs, tools, test equipment, masks, etc.) or pays for such equipment, title thereto shall remain or vest in Buyer, and Seller shall identify, maintain and preserve such equipment and shall dispose of it in accordance with Buyer's direction. Unless otherwise authorized in writing by Buyer, Seller shall use such equipment solely in the performance of purchase orders for Buyer. Seller shall be responsible for any loss, damage, or destruction to such equipment, but Seller shall not include any insurance cost therefore or cost to store in the prices charged under this order. Buyer also reserves the right to request and receive list of buyers' owned tools in supplier's possession and to audit said list against actual tools at supplier's facility. Buyer reserves the right, at its sole discretion, to remove any Buyer owned tooling, if Buyer feels work is in jeopardy.
33. **IDENTIFICATION:** Parts, assemblies and components will be identified per the engineering drawing and applicable specification. When identification is not specified on the engineering drawing, the product will be identified with the part number specified on the Purchase Order. When items are too small to be easily identified, parts may be bagged or tagged, with the proper identification

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indicated on the bag or tag. Raw material procured to Federal, Military, Aerospace or other specifications will be marked per the identification specification, which is referenced in the controlling specification.

34. **PACKING AND SHIPPING:** Seller shall prepare and pack the Products to prevent damage and deterioration in accordance with good commercial practices to obtain lowest shipping rates and in accordance with all applicable federal, state and local packaging and transportation laws and regulations. Charges for preparation, packing, etc. are included in the price, unless separately specified in the Purchase Order. Packing slips must accompany all shipments. The following data should appear on all packing sheets: (a) Seller's name and address; (b) AIM purchase order (PO) number; (c) part number shown on the PO; (d) unit nomenclature; (e) quantity shipped; (f) unit of measure on PO; (g) packing sheet number; (h) rejection tag number, if applicable; (i) sold to, and/or ship to, as applicable; and (j) debit memo number, if applicable.
35. **SHIPMENT/DELIVERY:** Time is of the essence in this order. Shipments or deliveries, as specified in this Purchase Order, shall be strictly in accordance with: the specified quantities, without shortage or overage in excess of agreed tolerance; the specified schedules, neither ahead nor behind schedule; and the other requirements of this Purchase Order. Seller shall promptly notify Buyer in writing of any anticipated or actual delay, the reasons therefore, and the actions being taken by Seller to overcome or minimize the delay. If requested by Buyer, Seller shall, at Seller's expense, ship via air or other fast transportation to minimize the delay to the maximum extent possible.
36. **CERTIFICATE OF CONFORMANCE:** The Seller shall include with each shipment, one legible copy of a certificate statement which confirms to the Seller's compliance with all requirements of the purchase order. The certificate of conformance shall be signed by a responsible quality representative of the Seller. The required statement shall constitute certification by the Seller that the articles are in full compliance with all purchase order requirements and that the Seller holds available for review documented evidence of such compliance. At a minimum, the Certificate of Conformance shall contain the following information: **(a)** the Buyer purchase order number; **(b)** Part number, part description; **(c)** Seller's shipping document number; **(d)** Quantity of articles; **(e)** Serial number or lot number of articles when applicable; **(f)** The certificate of conformance statement.
37. **Certificate of Conformance for Boeing Designed Parts / or Materials:** Unless explicit contractual direction is given to the contrary, no articles that are based on Boeing design, parts and/or materials (or constituent parts thereof) ordered by Buyer shall contain any Federal Aviation Administration- Parts Manufacturer Approval (FAA-PMA) markings and the accompanying paperwork (e.g., packages, shippers, etc.) shall not contain any FAA-PMA markings.

THE SELLER WILL PLACE THE FOLLOWING STATEMENT ON THE SHIPPING DOCUMENTATION OF ALL SHIPMENTS TO BUYER:

"Seller hereby acknowledges that the parts and/or materials being shipped under this order are intended for use under Boeing's Federal Aviation Administration (FAA) issued Production Certificate 700 and no articles (or constituent parts thereof) or the accompanying paperwork (e.g., packages, shippers, etc.) contain any Federal Aviation Administration- Parts Manufacturer Approval (FAA-PMA) markings."

APPLICATION NOTE FOR SUPPLIER: THE PREFERRED LOCATION FOR THE STATEMENT IS ON THE SHIPPING DOCUMENT, NEXT TO, OR FOLLOWING, THE CERTIFICATE OF CONFORMANCE (C of C). THE STATEMENT MAY BE PRINTED, STAMPED OR ATTACHED AS A LABEL OR STICKER TO THE SHIPPING DOCUMENTATION. IT IS ALLOWABLE TO REPLACE "Seller" WITH THE COMPANY NAME OR "WE". Buyer requires that the provisions/requirements set forth above, as determined by the Seller to be applicable, be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For purposes of this note, Supply Chain shall mean Seller's complete network of material, equipment, information, and services integrated into products and services. It focuses on direct and all lower-tier suppliers.

38. **F.O.B. TITLE AND RISK OF LOSS:** Unless otherwise specified on the face of this order, Seller's delivery of the products to Buyer shall occur F.O.B. (INCOTERMS 2010) Buyer's location designated on the Purchase Order.

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39. **EXPORT/IMPORT CONTROL:** If Seller is a U.S. company that engages in the business of either manufacturing or exporting defense articles or finishing defense services, the Seller hereby certifies that it has registered with the US Department of State Directorate of Defense Trade Controls and understands its obligations to comply with International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR).

40. IMPORT OF BOEING PARTS:

THIS ORDER IS SUBJECT TO FORM X32411, COMMERCIAL INVOICE REQUIREMENTS FOR IMPORT INTO THE UNITED STATES. A COPY OF THIS FORM CAN BE OBTAINED AT THE FOLLOWING URL ADDRESS (WHEN ENTERING THE URL PLEASE DO SO IN LOWER CASE LETTERS ONLY):

<http://www.boeingsuppliers.com/X32411English.pdf>

The URL above provides a detailed description of the 31 unique Commercial Invoice data elements that must be included on every Commercial Invoice.

In addition, Seller shall comply with the following provisions relating to Country of Origin marking, notwithstanding any language to the contrary in this order:

Requirement: Every article of foreign origin imported into the United States shall be marked with the country of origin in accordance with U.S. Customs regulations 19 CFR 134. Since all Boeing imported parts are subject to delivery to the ultimate consumer, in accordance with 19 CFR 134, Boeing requires marking of all foreign origin imported parts. Very limited exceptions are allowed in accordance with Customs regulations (see below). For any other exceptions, non-US suppliers must submit exception requests to the appropriate Boeing procurement agent prior to shipment, who will then forward to Global Trade Controls (GTC) Import for approval. Rubber stamp and other surface marking methods, including inks, paints, and coatings, shall be used in accordance with this specification. Intrusive methods are not authorized. Location and part mark method shall be consistent with drawing part mark requirements, if applicable. The marking shall consist of the following, as applicable:

- a. Country of Origin - The English language name of the country in which the imported article was manufactured.
- b. The marking must be conspicuous, legible, and permanent.
- c. The wording need only consist of the English language name of the country of origin such as FRANCE, CHINA, or JAPAN, unless there is also wording on the container, unit, etc. that makes reference to United States, U.S.A., and/or America. If such references are present, the country of origin marking must be a phrase such as "Made in China", "Assembled in France", "Product of Japan", placed in close proximity to the wording that makes reference to the U.S.A, and be in at least comparable size.
- d. Abbreviations which unmistakably indicate the name of a country, such as "Gt. Britain" or "UK" for "Great Britain" are acceptable. Variant spellings which clearly indicate the English name of the country of origin, such as "Brasil" for "Brazil" and "Italie" for "Italy" are acceptable.

Exceptions: The following items are not required to be marked with the Country of Origin, but the Country of Origin shall be marked on the packaging/container which ordinarily reaches the ultimate purchaser (CFR 134.22):

1. Articles that are incapable of being marked, 19 CFR 134.32 (a):
2. Articles that cannot be marked without damage to the article, 19 CFR 134.32 (b)
3. Products of the United States, 19 CFR 134.32 (m)
4. Articles cited on the J-list, 19 CFR 134.33

Boeing requires that the provisions/requirements set forth above be included in Sellers direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain, when shipping to Boeing in the United States.

41. **BILLING:** A separate, itemized invoice shall be rendered in duplicate to the address shown on the face of the Purchase Order to the attention of the Accounts Payable Department. The invoice should contain the Purchase Order number, a description of Products supplies/services furnished, quantity, unit price(s) and total price. Buyer may set off any amount owed by Seller or any of its affiliated companies to Buyer against any amount owed by Buyer to Seller under this Purchase Order. All original invoices are to be mailed and not shipped with products. A valid purchase order number and pack slip number must appear on the invoices. Payment of any invoice may be delayed pending correction of any errors or omissions. Buyer shall pay all undisputed amounts within sixty (60) days of the date Buyer receives the invoice from Seller.

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42. **CONFIDENTIAL OR PROPRIETARY INFORMATION AND PROPERTY:** (a) Seller shall keep confidential and otherwise protect from disclosure all information and property obtained any event upon the completion, termination or cancellation of this Order, Seller shall return all such information and property to Buyer or make such other disposition thereof as is directed by Buyer. Seller shall not sell or dispose of as scrap or otherwise any completed or partially completed or defective proprietary property before receiving written authorization from Buyer and before rendering such property unsuitable for use. In all lower tier subcontracts and purchase orders issued by Seller and involving subcontractor receipt of such information or property, Seller shall provide the Buyer the same rights and protections as contained in this clause; (b) This section is applicable only if noted on the Purchase Order: The seller shall not release to anyone outside the Seller's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this order or any program related to this order, unless: (i) The buyer has given prior written approval; or (ii) The information is otherwise in the public domain before the date of release. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Seller shall submit its request to the Buyer at least 50 days before the proposed date for release. The information covered by this Section shall include any information of third parties provided by Buyer to Seller. The Seller agrees to include a similar requirement in each subcontract under this order. Subcontractors shall submit requests for authorization to release through the Seller to the Buyer. (DFARS 252.204-7000)
43. **LICENSE AND INTELLECTUAL PROPERTY WARRANTY:** Seller warrants that: (a) the Products are duly licensed products; (b) Seller has rights to sell the Products; and (c) neither the Products furnished hereunder nor use thereof will infringe any United States or foreign patent, trademark, trade secret, copyright or other proprietary or similar right. The foregoing warranty shall not apply to the Products to the extent such Products comply with specifications furnished to Seller by Buyer.
44. **INTELLECTUAL PROPERTY INDEMNITY:** Seller shall defend, at its own expense, any suit or claim that may be instituted against any Buyer Indemnified Party for alleged infringement of patents, copyrights, trademarks, trade secrets or other proprietary rights relating to the maintenance, sale or use of the Goods or Services, except for any such infringement resulting from Seller's compliance with detailed designs provided by Buyer, and Seller shall indemnify the Buyer Indemnified Parties for all costs and damages arising out of such alleged infringement. Buyer shall have the right, at no additional charge, to use and/or reproduce the Seller's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Seller shall advise Buyer of any updated information relative to the foregoing literature and documentation with timely notifications in writing.
45. **SECURITY INTEREST AND LIEN WAIVERS:** To the extent that Buyer pays for the Products procured herein before delivery, Buyer takes a security interest in monies paid, their proceeds, Seller's inventory and Products identified to this order. Buyer reserves the right to file all necessary financing statements to perfect such security interests. Seller agrees to execute such further documents and instruments as may be reasonably necessary to carry out the purposes and intent of this Section. If Seller becomes subject to bankruptcy, receivership, insolvency, or institutes or has instituted against it a proceeding for any of the foregoing, or if Seller's assets are attached or assigned to creditors, and does not cure such failure within ten (10) days after notice from the Buyer, Buyer may (in addition to any other right or remedy provided by this order or by law) terminate all or any part of this order by written notice to Seller without liability and purchase substitute goods elsewhere, and Seller shall be liable to Buyer for any excess cost to Buyer. Seller shall continue performance of this order to the extent not terminated pursuant to this Section 45. If this order is terminated as provided in this Section 45, the Buyer, in addition to any other rights provided herein, may require the Seller to transfer title and delivery to the Buyer (i) any completed Goods, and (ii) such partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights as the Seller has specifically produced or specifically acquired for the performance of this order.
46. **COMPLIANCE WITH LAWS:**
- A. With the acceptance of this Purchase Order, Seller warrants that the Products to be furnished hereunder have been or will be produced in compliance with all applicable federal, state and local laws, regulations and ordinances of the United States or any other sovereign or state or municipal government which may now or hereafter govern performance under this Purchase Order including, without limitation, the manufacture, shipment and delivery of the Products purchased hereunder. Seller agrees to indemnify and hold the Buyer Indemnified Parties harmless against any loss or liability due to Seller's violation of or non-compliance with such laws.

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- B. Seller's obligation shall include without limitation compliance with all applicable environmental laws and requirements.
- C. Without limiting the generality of the foregoing, Seller may be required to comply with the following regulations for doing business in the European Union:
- a. "REACH", which is an acronym for "Registration, Evaluation, Authorization and Restriction of Chemicals", is the basic EU regulation applying to chemicals. REACH is based on the "no data, no market" principle. This means that companies manufacturing or importing chemical substances subject to the regulation may not place products on the EU market without first having registered with ECHA. For more information <https://echa.europa.eu/regulations/reach/legislation>.
 - b. The General Data Protection Regulation (GDPR) is broad in scope and applies to all companies who collect, process, and/or store the personal data of European citizens regardless of whether or not a company has a physical presence in Europe or directly provides goods or services to European customers. For more information: <https://www.eugdpr.org/>.
- D. When the Products or Services furnished under this Order are furnished in connection with a U.S. Government Prime Contract or Subcontract, the following Federal Acquisition (FAR) and Department of Defense FAR Supplement (DFARS) clauses identified below shall also apply to this Order, as required by terms of the prime contract, or by operation of law or regulation. Said FAR and DFARS clauses are incorporated into this Order by reference, with the same force and effect as if they were given in full text. The effective version of each FAR or DFARS clause shall be the same version as appears in Buyer's prime contract, or higher-tier subcontract under which this Order is issued. In the event there is no such equivalent clause in Buyer's prime contract or higher-tier subcontract, the date shall be the regulatory date in effect as of the date of this Order. The applicability and interpretation of each clause are subject to any specific parenthetical statement following its title. In all FAR and DFARS clauses listed below, the terms "Government", "Contractor", and "Contracting Officer" shall be revised to suitably identify Buyer and Seller and affect the proper intent of the clause, except where further clarified or modified in the parenthetical that follows each clause. Notwithstanding the foregoing, nothing herein shall be construed to mean that Buyer may modify or limit any rights the United States Government may have as set forth in the FAR and DFARS clauses below. Nor shall anything herein be construed to provide Seller with rights that only the United States Government has the authority to grant or perform, such as in FAR 52.227-1 and FAR 52.227-2. All Seller contact with the prime contract or any higher-tier subcontractor relating to this Order shall be through or coordinated with Buyer.

46E. continued:

- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
- 52.203-13 Contractor Code of Business Ethics and Conduct
- 52.203-15 Whistleblower Protections Under the American Recovery And Reinvestment Act of 2009
- 52.209-5 Certification Regarding Responsibility Matters
- 52-209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.
- 52-211-15 Defense Priority and Allocation Requirements Rating for the RFQ _____
- 52-219-8 Utilization of Small Business Concerns
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-22 Previous Contracts and Compliance Reports
- 52.222-25 Affirmative Action Compliance
- 52.222-26 Equal Opportunity
- 52.222-35 Equal Opportunity for Veterans
- 52.222-36 Equal Opportunity for Workers with Disabilities
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act
- 52.222-50 Combating Trafficking in Persons
- 52.223-3 Hazardous Material Identification and Material Safety Data
- 52.223-7 Notice of Radioactive Materials
- 52.225-8 Duty-Free Entry
- 52.223-11 Ozone Depleting Substances
- 52.225-13 Restriction on Certain Foreign Purchases
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
- 52.227-1 Authorization and Consent

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52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement
52.227-10 Filing of Patent Applications-Classified Subject Matter
52.227-11 Patent Rights-Ownership by the Contractor
52.227-14 Rights in Data-General
52.227-19 Commercial Computer Software License
52.244-6 Subcontracts for Commercial Items and Commercial Components
52.245-1 Government Property This clause applies if Government property is acquired or furnished for contract performance
DoD FAR Supplement Clauses
52.248-1 Value Engineering (Applies if contract is for \$150,000 or more)
252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies
252.203-7002 Requirement to Inform Employees of Whistleblower Rights
252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies. (If contracts exceeds \$150,000)
252.203-7002 Requirement to Inform Employees of Whistleblower Rights
252.204-7000 Disclosure of Information
252.204-7008 Requirements for Contracts Involving Export-Controlled Items
252.204-7012 Safeguarding of Unclassified Controlled Technical Information
252.209-7010 Critical Safety Items
252.211-7003 Item Unique Identification and Valuation
252.219-7003 Small Business Subcontracting Plan (DoD contracts)
252.223-7008, Prohibition of Hexavalent Chromium
252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7012 Preference for Certain Domestic Commodities
252.225-7048 Export-Controlled Items
252.227-7013 Rights to Technical Data
252.227-7015 Technical Data-Commercial Items
252.227-7038 Patent Rights-Ownership By the Contractor (Large Business)
252.244-7000 Subcontracts for Commercial Items
252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance Systems
252.247-7023 Transportation of Suppliers by Sea-Basic
252.247-7024 Notification of Transportation of Supplies by Sea
NAVAIR Clauses

5252.204-9504.1.1 Disclosure of Contract Information

5252.204-9504.2 Notice Regarding the Dissemination of Export-Controlled Technical Data

47. **APPLICABLE LAW:** The validity, performance, and construction of this order shall be governed by the laws of the State of Washington, except that Buyer and Seller expressly agree to exclude the United Nations Convention on the International Sale of Products, 1980, and any successors thereto.
48. **CODE OF CONDUCT:** Buyer is committed to conduct its business fairly, impartially, and in an ethical and proper manner. Buyer's expectation is that the Seller also will conduct its business fairly, impartially, and in an ethical and proper manner. Buyer's further expectation is that Seller will have (or will develop) and adhere to a code of ethical standards. If Seller has cause to believe that Buyer or any employee or agent of Buyer has behaved improperly or unethically under this order, Seller shall report such behavior to AIM Human Resources Department @ "rentonhr@aim-aerospace.com". Although Buyer will not use the failure to report improper or unethical behavior as a basis for claiming breach of order by Seller, Seller is encouraged to exert reasonable effort to report such behavior when warranted. Seller shall promote awareness among its employees of the importance of practicing ethical behavior, while contributing to the production of conforming product. Seller shall promote awareness among its employees of their contribution to product safety by ensuring the product meets the design drawing, data and specification requirements. Notwithstanding the foregoing, if Buyer determines that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Seller or any agent or representative of Seller to any agent or representative of Buyer with a view towards favorable treatment relating to bidding, awarding, securing or amending this Order or any other transaction between Buyer and Seller, then Buyer may terminate this Order without liability. In addition, Buyer is entitled to any other rights and remedies available at law.

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49. **ASSIGNMENT:** This Purchase Order binds and inures to the benefit of Buyer, its successors and assigns and Buyer's customers for the Products. Seller may not assign any right or interest in this Purchase Order nor delegate the performance of any of its obligations without Buyer's prior written consent.
50. **EXCUSABLE DELAY:** Seller shall be excused for delay or failure to accept delivery hereunder if such delay or failure results from an unforeseeable cause beyond Seller's reasonable control and without the fault or negligence of Seller, including without limitation, Government embargoes, blockades, seizure or freeze of assets, delays or refusals to grant an export license or the suspension or revocation thereof, or other acts of the Government, fires, floods, severe weather conditions, or any other acts of God, quarantines, labor strikes or lockouts, riots, strife, insurrection, civil disobedience, war, or industry-wide material shortages (an "Excusable Delay"). Buyer shall promptly notify the Seller in writing of any such delay or failure and the cause thereof. If Seller's performance is delayed as a result of an Excusable Delay for more than 20 days, Buyer may terminate this order.
51. **NOTICE OF LABOR DISPUTES:** Whenever an actual or potential labor dispute delays, or threatens to delay the timely performance of this order, Seller shall immediately notify Buyer in writing of all relevant information with respect to such dispute.
52. **AUTHORIZED AGENT:** All Buyer's contractual directions (including, but not limited to, pricing, delivery, and configuration changes) shall be authorized in writing by Purchasing Agent only.
53. **CHANGES:**
- A. Buyer may at any time, by written change order, suspend performance of this order, in whole or in part, make changes in the quantities, drawings, designs, specifications, method of shipment or packaging, or time or place of delivery of the goods, reschedule the services, or require additional or diminished services.
- B. Buyer may also make changes to the terms and conditions of this order required to meet Buyer's obligations under its customer prime contracts or subcontracts, and to remain compliant with public laws and regulations. Except for the rights granted the Buyer under this article, a change pursuant to this article shall not give rise to nor authorize any other modification of or amendment to the terms and conditions of this order.
- C. If any such change causes an increase or a decrease in the cost or time required to perform under this order, Buyer and Seller shall negotiate an equitable adjustment in the price or schedule or both to reflect the increase or decrease. Unless otherwise agreed in writing, Seller must assert any claim for adjustment to Buyer's Authorized Procurement Representative in writing within thirty (30) days from the date of receipt by Seller of the change order. Buyer may at its sole discretion consider claims which fail to comply with this submittal requirement as unconditionally waived. If Seller's claim proposal includes the cost of property made obsolete or excess by the change, Buyer may direct the disposition of such property. Seller has the burden to support the amount of any claim for equitable adjustment. Buyer shall have the right to verify the amount of Seller's claim by audit of all records relating to the change claim. Failure of the parties to agree upon any adjustment shall not excuse Seller from performing in accordance with the Buyer's direction.
54. **TERMINATION:**
- Termination for Convenience:**
- Buyer may terminate, for its convenience, all or any part of this order at any time by written notice to Seller. In the event of such termination, Seller shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to stop work. Subject to the terms of the Contract, within thirty (30) days after the effective date of the termination, Seller may submit to Buyer a claim reflecting the percentage of the work performed prior to the effective date of termination, plus reasonable charges that Seller can demonstrate to the satisfaction of Buyer using its standard record keeping systems demonstrate have resulted from the termination. Seller will not be paid for any work performed or costs incurred which reasonably could have been avoided. Further, Seller shall not be paid, and in no event shall Buyer be obligated to pay, lost or anticipated profits or unabsorbed indirect costs or overhead. In no event shall Buyer be obligated to pay Seller any amount in excess of the Contract price. The provisions of this article shall not limit or affect the right of the Buyer to cancel this Contract for default. Seller shall continue all work not terminated.

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Termination for Default:

Buyer may by written notice to Seller, cancel all or part of this Contract: (a) if Seller fails to deliver the Goods within the time specified by this Contract or any written extension; (b) if Seller fails to perform any other provision of this Contract or fails to make progress, so as to endanger performance of this Contract. In either case, within ten (10) days after receipt of notice from Buyer, Seller must either cure the failure or provide a detailed plan to cure the failure for any circumstance that cannot be reasonably cured within ten (10) days. Any such plan must be acceptable to Buyer's Authorized Purchasing Representative. Seller shall continue all work not cancelled. Buyer shall pay the contract price for completed goods accepted. Buyer may withhold from any amount due under this Contract any sum determined to be necessary to protect Buyer from loss associated with liens or claims driven by the default. Any goods or materials accepted by the Buyer for protection or preservation of property shall be at a price in accordance with the "Termination for Convenience" article of this Contract for which Seller will not be entitled to profit.

55. ADEQUATE ASSURANCE OF PERFORMANCE:

If at any time Buyer has reasonable grounds for insecurity, or doubt that Seller's continuing performance will be full, and timely in accordance with the terms of the order, Buyer may request, by written notice to Seller, adequate assurances in writing that Seller is able and willing to perform all of its respective obligations under the order. Seller shall provide with its assurances of performance any information, reports, or other materials prepared by Seller as Buyer may reasonably request. Upon Buyer's request and as soon as practicable, Seller shall make available employees, including members of Seller's senior management, to meet with Buyer to discuss those assurances of performance. If seller does not provide adequate written assurances within fifteen (15) calendar days after Buyer's written notice and request, Buyer may, at its option, treat the Order as breached by Seller.

56. WARRANTY:

- a. Seller warrants that goods furnished under this order shall conform to all specifications and requirements of this order and shall be free from defects in materials and workmanship. In the event the goods are not manufactured to detailed designs and specifications furnished by the Buyer, the goods shall nonetheless be free from design and specification defects. The goods shall not infringe any patent, copyright, trademark or other proprietary right or trade secret of any third party. The goods shall also be free from liens or encumbrances.
- b. This warranty shall begin upon Buyer's final acceptance of the goods and shall survive inspection, test and payment for the goods. The warranty shall extend for a period of (18) eighteen months or such other period as set forth elsewhere in this order, and Buyer shall give Seller notice after discovery of a defect or nonconformance in the goods. The warranty shall run to Buyer and its successors, assigns and customers.
- c. In the event of any defect or nonconformance in the goods, Buyer may at its option and at Sellers expense (1) require prompt correction or replacement of the goods or (2) return the goods for credit or refund. Seller shall bear all expenses associated with the defect or nonconformance in the event the goods are returned to the Seller. Goods required to be corrected or replaced by the Seller shall be subject to the same requirements as goods originally purchased under this order.
- d. In the event the parties disagree about the existence of a breach of this warranty, Seller shall promptly comply with the Buyers direction to (1) repair, rework or replace the Goods or (2) furnish any materials or parts required to successfully correct the defect or non-conformance. If the parties later determine that Seller did not breach this warranty, the parties shall equitably adjust the contract price.

57. DISPUTES/JURISDICTION & VENUE: Buyer and Seller shall use their best reasonable efforts to resolve any and all disputes, controversies, claims, or differences between Buyer and Seller, arising out of or relating in any way to this Contract or its performance, including, but not limited to, any questions regarding the existence, validity or termination hereof ("Disputes"), through negotiation. Only upon failure by Buyer and Seller to resolve the Dispute through such negotiation may either Party institute legal action. Any dispute arising under this order which is not disposed of by agreement of the parties shall be decided by a court proceeding. The jurisdiction and venue of any dispute shall be submitted to the King County Superior Court, State of Washington and each party submits to the jurisdiction of that court for such purpose. Any removal to Federal Court shall be to the Western District, Seattle, Washington. Pending settlement of final decision of any such dispute, Seller shall proceed diligently with the performance of this order in accordance with Buyer's direction.

58. LIMITATION OF LIABILITY: Buyer's liability to Seller hereunder shall not, under any circumstances, be greater than the total dollar amount of the purchase order indicated herein.

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59. **WAIVER AND REMEDIES:** The failure of Buyer to insist upon the performance of any provision of this order, or to exercise any right or privilege granted to the Buyer under this order, shall not be construed as waiving such provision or any other provision of this order, and the same shall continue in full force and effect. If any provision of this order is found to be illegal or otherwise unenforceable by any court or other judicial or administrative body, the other provisions of this order shall not be affected thereby, and shall remain in full force and effect. The remedies herein provided shall be cumulative and in addition to any other remedies allowed by law or in equity. No waiver of a breach of any provision of this Purchase Order by either party shall constitute a waiver of any other breach of this Purchase Order at a future time or of any other right.
60. **INDEMNIFICATION:** Including when Seller is performing work at Buyer's facility, Seller assumes liability for and shall indemnify, protect, save and keep harmless and defend the Buyer Indemnified Parties from and against any and all liabilities, obligations, losses, damages, penalties, claims, injuries, actions, suits, arbitrations, costs and expenses, including without limitation reasonable attorneys' fees and other legal expenses (collectively, "Claims and Losses"), in any manner to the extent arising out of or incidental to **(a)** the Seller's performance or non-performance of this Purchase Order; and **(b)** any defect or deficiency in any Product or Service provided under this Purchase Order. Buyer will give Seller prompt notice of any Claim or Loss asserted by a third party (a "Third Party Claim") for which the Buyer Indemnified Party seeks indemnity under this Section. Seller will have sole control over the defense and settlement of a Third Party Claim; provided, however, that Seller may not enter into any settlement in any way adverse to Buyer without Buyer's prior written consent. In the event of litigation between parties to enforce rights under this paragraph, reasonable attorney fees shall be allowed to the prevailing party.
61. **ANTI-KICKBACK:** Seller warrants that it is in full compliance with the provisions of the Anti-Kickback Act of 1986, 41 U.S.C. 51-58 and shall indemnify, protect, defend and hold the Buyer Indemnified Parties harmless from any liabilities or monetary loss Buyer may suffer as a result from failure of such compliance by Seller.
62. **PUBLICITY:** Seller shall not make or authorize any news release, advertisement, or other disclosure which shall deny or confirm the existence of this order without the prior written consent of Buyer, except as may be required to perform this order.
63. **ENTIRE AGREEMENT:** This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, whether express or implied, other than herein set forth, shall be binding upon either party. Any subsequent additions, deletions or modifications to this order shall not be binding upon the parties unless the same are mutually agreed upon and incorporated herein in writing signed by Buyer.