

Proterial Cable America, Inc

High Performance Medical Solutions Division

H-016	Purchase Order Terms & Conditions		
Issued by: Jessica Frink	Effective Date: 4/11/2023	Rev. 06	Pg. 1 of 8

The following additional terms and conditions are incorporated into and made a part of that certain Purchase Order (the "Purchase Order") of Proterial Cable America, Inc. on behalf of its Hi-Tech Machine and Fabrication Product Lines (the "BUYER") to which these terms and conditions are attached (such Purchase Order and these terms and conditions shall be collectively referred to as the "Agreement"). By accepting and filling the Purchase Order, the SELLER of such goods (the "SELLER") shall be deemed to have acknowledged SELLER'S acceptance and agreement to the terms of this Agreement.

SELLER'S Acceptance and Entire Agreement

This Agreement is entered into between the parties for the purchase and sale of certain goods as set forth on the Purchase Order (herein after the "Goods"). This Agreement shall be deemed accepted by SELLER upon SELLER'S acceptance of the Purchase Order and supply of the Goods. Acceptance of this Agreement shall be limited to the terms and conditions contained herein, and this Agreement constitutes and represents the entire agreement between the parties with respect to the subject matter hereof. No change to or modification of this Agreement shall be binding upon BUYER unless in writing and signed by an authorized representative of BUYER. BUYER rejects any and all additional or inconsistent terms and conditions offered by SELLER at any time, whether or not such terms or conditions materially alter this Agreement. SELLER acknowledges that all terms as to quantity, quality, other specifications, and time of delivery are material elements of this Agreement and must be strictly complied with. Time is of the essence of this Agreement, and each term and provision hereof.

SELLER Eligibility

SELLER shall not be debarred, suspended, proposed for debarment, or otherwise ineligible to receive a U.S. Government contract or subcontract. SELLER also shall not subcontract with parties that are debarred, suspended, proposed for debarment, or otherwise declared ineligible by any Federal Agency for the award without the prior written approval of the BUYER.

SELLER must satisfy and maintain the following criteria in order to remain eligible to conduct business with BUYER. SELLER shall use, as a minimum, similar criteria when evaluating its prospective recipients of technical data/hardware or subcontracts.

- Active certification under the United States/Canada Joint Certification Program ("JCP Certified") (Applies to United States. & Canadian Suppliers only.)
- A written Access Control Plan/Technology Control Plan (ACP/TCP) to prevent unauthorized disclosures of export-controlled hardware and technical data. (Applies to all intended recipients at every tier).
- If access to Naval Nuclear Propulsion Information (NNPI) is required, the ACP/TCP must address preventing unauthorized disclosures of NNPI
- Ensure that appropriate U.S. State Department approvals and/or licenses are obtained for all prospective foreign suppliers and subcontractors before allowing them access to export-controlled hardware, technical data, software, and information;
- Inclusion in lower-tier solicitations and subcontracts are required to flow-down requirements of this purchase order, and all other documents applicable thereto.

Notice of Lower-Tier Subcontracted Award

SELLER shall provide the BUYER with written notice prior to the prospective award of all subcontracts placed by SELLER under this Purchase Order that are expected to equal to or exceed \$500,000 or 50 percent (50%) of the value of this Purchase Order, whichever is lesser.

SELLER shall request written approval to proceed if the total of all subcontracts awarded under this purchase order exceeds, or is expected to exceed, 70 percent (70%) of the total expected value of this purchase order.

SELLER shall provide the BUYER with written notice, if it or any subcontractor changes the amount of lower-tier effort after award such that it exceeds 70 percent (70%) of the total cost of work to be performed under its subcontract.

Notice of Suits or Other Actions

The SELLER shall give the BUYER immediate written notice of any action or suit filed, and prompt notice of any claim made against the SELLER by any lower-tier subcontractor or vendor that may result in litigation in any way related to this purchase order.

Public Release of Information

Information, technical data, photographs, sketches, advertisements, displays, or other materials related to Work under this Purchase Order, (referred herein after within this article as "information") in which SELLER would like to publish, display, or release internally to employees who do not have a need-to-know, to other contractors, to Government agencies, or to the general public, requires prior BUYER approval. A request for public release shall be transmitted to the BUYER at least eight weeks prior to the anticipated printing or release date. SELLER shall identify the specific method of release, as well as other pertinent details of the proposed release in the request.

Reference to Hi-Tech Machine and Fabrication, Proterial Cable America, Inc. or its parent, Proterial, Ltd., or any of their officers, agents, and employees, in any public release is prohibited without prior written consent from BUYER. This includes, without limitation, reference to supplying any particular item or service to BUYER.

Information and technical data described above may NOT be transmitted over the internet (except in certain cases when suitably encrypted and prior written approvals have been obtained).

Should any information described above be requested, subpoenaed, or otherwise sought by a court of competent jurisdiction or other judicial or administrative authority, SELLER shall provide sufficient notice to BUYER to enable BUYER a reasonable opportunity to obtain a protective order to govern such disclosure, and, if requested by BUYER, SELLER shall reasonably cooperate with BUYER to obtain such a protective order. SELLER'S obligations under this article shall survive this Purchase Order and continue in effect for a period of twenty years after issuance of this Purchase Order.

SELLER shall include all provisions of this article in all lower-tier subcontracts issued under this Purchase Order.

Business Conduct and Ethics

The BUYER maintains a robust Business Ethics and Conduct Program. SELLER shall not offer any gift or gratuity to BUYER'S employees, their families, customers or their representatives in a

manner inconsistent with this program.

SELLER agrees that it will adhere to similar standards of ethical behavior including developing a suitable system for identifying and reporting possible violations and agrees it will invoke similar requirements on its lower-tier subcontractors.

Reduction or Suspension of Contract Payments Upon Finding of Fraud or Falsification

The BUYER may reduce or suspend advance, partial or progress payments to the SELLER under this Purchase Order upon a written determination by BUYER that substantial evidence exists that the SELLER'S request for advance, partial, progress, or milestone (performance based payments) payments is based on fraud, misrepresentation, or falsification. This clause is in addition to any rights or remedies available to the BUYER by law or in equity.

Actions taken by the BUYER under this clause shall not constitute an excusable delay under the force majeure clause of this Purchase Order or otherwise relieve the SELLER of its obligations to perform under this Purchase Order.

Bankruptcy

In the event the SELLER enters into proceedings relating to bankruptcy or insolvency, whether voluntary or involuntary, the SELLER agrees to furnish to BUYER, by certified mail, written notification of the bankruptcy or insolvency proceeding. This notification shall be furnished within five days of the initiation of such proceedings, and shall include the date of filing, the identity of the court in which the petition was filed, and a listing of all of BUYER'S orders against which final payment has not been made or under which deliverable items have not been delivered. This obligation remains in effect until final payment under this Purchase Order.

Independent Contractor/No Agency

Except as otherwise expressly set forth elsewhere herein, nothing in these terms and conditions nor the subcontract/letter contract/purchase order to which they form a part, shall create or imply an agency relationship between the Parties hereto, nor shall they be deemed to constitute a joint venture, teaming agreement or teaming arrangement, or a partnership between the Parties.

Citizenship Requirements

SELLER represents that it is either:

- A U.S. Person as that term is defined in the U.S. Export Laws and Regulations (ITAR 22 CFR 120.15 or the EAR at Title 15, Part 772), or that
- It has disclosed to BUYER in writing, the country in which it is incorporated or otherwise organized to do business, or if a natural person, all citizenships and U.S. immigration status.

SELLER further represents that it has disclosed to BUYER in writing, all pertinent details relating to foreign ownership, control or influence as defined in 22 CFR 120.37 and DFARS 252.209-7002 (JUN 2010).

Non-U.S. Personnel

SELLER shall not give any individual or entity who is not a "U.S. Person" (as defined in ITAR 22 CFR 120.15 or the EAR at Title 15, Part 772) access to export-controlled commodities, technical data, technology, software, or any other export-controlled items or provide an unauthorized Defense Service, without the prior written consent of BUYER and obtaining all

required licenses and approvals. Any request for such consent must state the intended recipient's citizenship(s), and status under 8 U.S.C. 1101 and 8 U.S.C. 1324 (the "Immigration and Naturalization Act"), and such other information as BUYER may reasonably request. Consent granted by BUYER in response to SELLER'S request hereunder shall not relieve SELLER of its obligations to comply with the provisions of U.S. Export Laws and Regulations, constitute a waiver of the requirements of U.S. Export Laws and Regulations, or constitute consent for SELLER to violate any provision of the U.S. Export Laws and Regulations. Disclosure of NNPI has additional restrictions (See NNPI section below).

Disclosure of Source(s) And Manufacturer(s) of Commodities or Items to be Delivered or Provided, Certification of Subcontractor Eligibility to Export and Notification of Export Restrictions

SELLER agrees that, upon written request by the BUYER, SELLER will provide the source and manufacturer of commodities or items to be delivered or otherwise provided in performance of this purchase order. This information may be required to facilitate export licensing.

SELLER further agrees that, upon written request of the BUYER, SELLER will provide a written certification regarding its subcontractors' eligibility to export to the BUYER. This will include:

- A statement that SELLER screened the subcontractor and verified it is not debarred, suspended, proposed for debarment, or is otherwise ineligible to engage in export related activities; and
- If applicable, a statement that SELLER verified the source and/or manufacturer's U.S. State Department registration as a manufacturer or exporter of "defense articles".

Notification: SELLER agrees to notify BUYER in writing in a timely manner if it considers that it will not be able to comply with BUYER'S written request and provide reasons for its assertion in writing.

Work in The United States

Unless advance BUYER written approval has been obtained, SELLER shall perform all work in the United States and shall have all items to be delivered to BUYER manufactured in the United States. Components and subcomponents of such deliverables shall also be manufactured in the United States only, unless the components or subcomponents are (1) commercially available off-the-shelf (COTS) items as defined in FAR 2.101, and (2) are not restricted under U.S. Export Laws and Regulations, and (3) are not designed or modified for the BUYER or the Government of the United States. For purposes of this clause, "work" and "manufacture" are defined as: the process of converting or assembling raw materials, components, or parts into finished or partially finished goods that meet SELLER'S or BUYER'S stated specifications or requirements.

SELLER may submit to the BUYER a written request for BUYER approval to perform work outside the United States or to supply items manufactured outside the United States. The request must name all countries where work would be performed, or items manufactured. If granted, each approval shall be limited to a specific original purchase order or purchase order supplement and shall not constitute an approval for other purchase orders or purchase order supplements.

SELLER shall exclude from its sources of supply any items manufactured in International Traffic in Arms Regulations (ITAR)

126.1 proscribed or embargoed countries, including but not limited to Belarus, Burma, China (PR), Cuba, Eritrea, Iran, North Korea, the Republic of the Sudan, Syria, and Venezuela. A current list of proscribed countries is available on the U.S. State Department Directorate of Defense Trade Controls website: http://www.pmdtcc.state.gov/embargoed_countries/.

The requirements of this clause are in addition to any other requirements in the terms and conditions of this order for BUYER approval to transmit technical data or equipment outside the United States.

Deliveries and Shipments

SELLER shall manufacture and deliver the Goods in accordance with BUYER'S specifications and the terms of this Agreement. SELLER shall give notice of shipment of the Goods to BUYER not less than seven (7) days in advance of shipment. BUYER shall have the right, at any time, to inspect the Goods prior to shipment. In the event that SELLER should fail to make timely delivery in accordance with the terms of this Agreement of all or any portion of the Goods, or if any of the Goods delivered to BUYER are defective or not in conformity with the terms of this Agreement in any manner, then BUYER may retain all or any portion of the Goods delivered under this Agreement and return, at SELLER'S sole cost and expense, those Goods not retained, all without waiver of any claim which BUYER may have for SELLER'S breach including, but not limited to, the right to damages and the right to cancel this Agreement. A breach of this Agreement by SELLER shall also constitute a breach by SELLER of any other contract between SELLER and BUYER entitling BUYER, in addition to any and all other remedies which BUYER may have, to immediately cancel such other contract.

Export Control Marking

SELLER shall place the following statement on documents containing defense technical data that is controlled by the Arms Export Control Act:

"WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C. Sec. 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App 2401, et seq. Violations of these export laws can result in severe criminal penalties. Disseminate in accordance with provisions of OPNAVINST 5510.161."

Flow-down Requirement: SELLER agrees to insert a contract provision substantially the same as this paragraph including this sentence in all subcontracts issued under this Purchase Order.

Safeguarding Information and Technical Data; Access Control Plan/Technology Control Plan; and Certification Under The U.S./Canada Joint Certification Program Safeguarding Information and Technical Data

Equipment and documentation (including, but not limited to, drawings, sketches, specifications, diagrams, models, equipment) associated with the BUYER'S end product, and other business endeavors, including discussions, telecons, or any other transfer of information and technical data, whether verbal or written, and regardless of medium or whether occurring within or outside of the U.S., shall be considered to be technical data for export control purposes as outlined in the International Traffic in Arms Regulations (ITAR) (22 CFR 120 et seq.).

SELLER is solely and expressly responsible to ensure that it safeguards equipment and technical data subject to export

control from unauthorized disclosure and that any dissemination of such equipment and technical data is accomplished in accordance with Purchase Order requirements and applicable Government regulations. In addition, SELLER should ensure that all required licenses, agreements and other approvals (including Governmental as well as written EB consent to disclose) are obtained prior to any export or disclosure to unauthorized persons or entities or prior to any public release.

Severe civil and criminal penalties may result from failure to comply with these requirements. In addition to any other penalties that may be imposed, failure to comply shall also be a breach of this contract and grounds for termination of this Purchase Order for Default.

Access Control Plan/Technology Control Plan (ACP/TCP)
BUYER requires that suppliers have an Access Control Plan or Technology Control Plan (ACP/TCP) suitable to their organization if they will require access to export controlled equipment, technical data or information.

An ACP/TCP is a written documented plan developed to prevent the unauthorized export or disclosure of export controlled equipment or technical data, regardless of whether in the U.S. or abroad, to unauthorized U.S. citizens, and to any foreign concern, foreign interest, foreign national, or their representatives (U.S. citizens or otherwise).

Certification Under The U.S./Canada Joint Certification Program (JCP)

Performance of work for BUYER may require SELLER to be certified by the US/Canada Joint Certification Program (JCP), which establishes SELLER'S eligibility to receive technical data governed, in the U.S., by DoD Directive 5230.25 and, in Canada, by the Technical Data Control Regulations (TDCR). This certification is mandatory for U.S. or Canadian contractors requiring access to unclassified technical data disclosing militarily critical technology with military or space application that is under the control of, or in the possession of the U.S. Department of Defense (DoD) or the Canadian Department of National Defense (DND).

To obtain certification, SELLER must submit a DD Form 2345 to the U.S./Canada Joint Certification Office, along with a copy of the company's State/Provincial License, Incorporation Certificate, Sales Tax Identification Form or other documentation which verifies the legitimacy of the company.

The form, with instructions, is available at <http://www.dlis.dla.mil/jcp/forms/DD2345Form.pdf>.

Compliance with Laws

To the extent not exempt, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability. In addition, this contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or

disclosed the compensation of the employee or applicant or another employee or applicant. To the extent not exempt, this contractor and subcontractor shall also abide by the requirements of 29 CFR Part 471, Appendix A.

Approvals/Permits/Licenses

SELLER agrees that it shall obtain and maintain in good standing, and shall require its lower-tier subcontractors to obtain and to maintain in good standing, all necessary and applicable approvals, permits and licenses (including export and/or import licenses) required for performance of the work under this Purchase Order and pay all fees and other charges required. They shall be obtained and maintained for as long as necessary for the satisfactory completion of the SELLER'S responsibilities under this Purchase Order.

The cost of such permits, licenses, and compliance is deemed to be included in the cost or price stated in this Purchase Order. This includes, but is not limited to, those costs in connection with import and export control as well as those costs in connection with any movement over the public highways of overweight/over-dimensional loads and hazardous materials.

SELLER shall immediately notify BUYER in writing if any permits, licenses, and/or approvals that SELLER is required to obtain in performance of this Order are denied, withheld, suspended, revoked, or expired prior to completion of all work required by this Order and its terms.

Flow down Requirement: SELLER shall ensure that the substance of this clause is included in all lower-tier subcontracts at any tier.

Conflict Minerals Certification

SELLER agrees to provide BUYER with a current, accurate and complete certification as to SELLER'S procurement practices with respect to Conflict Minerals, as defined in Securities and Exchange Commission's final rule on Conflict Minerals, 17 CFR Parts 240 and 249(b), promulgated pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protections Act (the "Rule.")

SELLER agrees that it shall notify BUYER of any changes to the SELLER'S Conflict Minerals Certification that is on file with the BUYER.

SELLER agrees that it has made, and will continue to make, good faith inquiries reasonably designed to determine whether any Conflict Mineral that is included in any product delivered to BUYER pursuant to this Purchase order originated in the DRC or an Adjoining Country, or is from Recycled or Scrap Sources, as defined in the Rule. SELLER further agrees that, if required, it has performed, and will continue to perform, due diligence on the source and chain of custody of any Conflict Mineral that is included in any product delivered to BUYER pursuant to this purchase order, and that such due diligence conforms to a nationally or internationally recognized due diligence framework, if such framework is available for the Conflict Mineral. SELLER agrees that all inquiries and diligence performed shall be consistent with the requirements of the Rule.

SELLER agrees that it shall require its own subcontractors and suppliers (at any tier in the supply chain for a product delivered to BUYER under this Purchase order) to furnish information to SELLER necessary to support SELLER'S obligations under this clause.

SELLER will maintain records reviewable by BUYER to support its certifications above.

SELLER acknowledges that BUYER may utilize and disclose

Conflict Minerals information provided by SELLER in purchase order to satisfy its disclosure obligations under the Rule.

If BUYER determines that any certification made by SELLER under this clause is inaccurate or incomplete in any respect, then BUYER may terminate this Purchase order pursuant to the "Default" provision of this Purchase order.

Toxic Substances/Hazardous Material Restrictions & Prohibitions

For all material or items containing toxic or hazardous substances, SELLER shall provide all relevant information pursuant to the OSHA regulations 29 CFR 1910.1200 including a completed Material Safety Data Sheet (MSDS) and the mandated labeling information.

BUYER Furnished Property

If BUYER property (herein after referred to in this clause as "Furnished Property") is furnished under this Purchase Order, it shall be furnished "as is."

Title to all Furnished Property shall remain with BUYER or its customer.

Risk of Loss or Damage

Unless otherwise expressly agreed to in writing, SELLER shall assume the risk of, and be responsible for, any loss, destruction or of damage to Furnished Property provided to SELLER while such property is in SELLER'S care, custody, or control. SELLER shall also bear risks of loss, damage or destruction of Furnished Property provided to the SELLER'S lower-tier subcontractor at any tier.

Excluding Furnished Property authorized to be consumed in the performance of this Purchase Order, SELLER shall return such property in as good a condition as when received except for reasonable wear and tear, or in the case of property to be overhauled or repaired, in such condition as required by the terms of this Purchase Order.

SELLER shall control and maintain Furnished Property, (as well as SELLER acquired property to which the BUYER or Government shall have title) in accordance with a system that meets the requirements of FAR Part 45, Government Property; DFARS Part 245. The requirements related to accounting for BUYER property shall also apply to scrap, provided, however, that BUYER may authorize or direct SELLER to omit from inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with SELLER'S normal practice, and account for it as a part of general overhead or other reimbursable costs in accordance with SELLER'S established accounting procedures.

BUYER Furnished Tooling and Material

If BUYER furnishes or pays for tooling or material, SELLER agrees:

- That all dies, tools, jigs, fixtures, designs, drawings, patterns, and any other property or special items, which the BUYER specifically pays for, or which are furnished by BUYER without charge, shall be and remain the property of BUYER or the Government; and that they shall be subject to removal upon BUYER'S instructions; that SELLER shall be responsible for all loss or damage thereto, reasonable wear accepted, until they are delivered to BUYER; and that same shall be appropriately segregated, marked as the property of

BUYER and in the absence of specific instructions from BUYER to the contrary, numbered with the part made, in order to accurately identify same at all times

- Is kept in good working condition; and
- Used exclusively for the production of goods for BUYER and subjected to no other use except with the written permission of BUYER.

Upon completion, or termination of this Purchase Order, all such material, tools, etc., shall be held free of charge for six months by SELLER pending instructions from BUYER. In the absence of such instructions after six (6) months, SELLER shall be entitled, after ten (10) days written notice to BUYER, to store such material at BUYER'S expense.

Unless expressly agreed to in writing, SELLER shall be entitled to retain all cutting and processing waste such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings and remnants. SELLER shall make proper credit allowances to the BUYER for the scrap value of such waste in determining the price of this Purchase Order.

All spoiled, partially manufactured materials, parts, and assemblies, including those damaged in handling, shall remain as BUYER-furnished material and shall be held by SELLER for disposition by BUYER.

The cost of transportation of BUYER-furnished material to the location of the SELLER shall be paid by BUYER.

Title to BUYER-owned or BUYER-furnished property shall not be affected by its incorporation into or attachment to any property not owned by them respectively, nor shall such property become a fixture or lose its identity as personal property by being attached to any real property.

Excess Quantities/Extras

Unless otherwise expressly agreed to in writing, SELLER shall not ship quantities in excess of those specified in this Purchase Order.

BUYER shall have no obligation to return or pay for any excess quantities of those specified in this Purchase Order.

For all other shipments not meeting the requirements of this clause, BUYER may return the shipment or store early deliveries at SELLER'S cost.

Except as otherwise provided in this Purchase Order, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the BUYER.

Delivery of Required Drawings, Test Reports, Software and Other Data

When furnished with the shipment, SELLER shall enclose all required documents and data in the first box of the shipment and mark, "Certificates and/or Test Reports Enclosed".

Shipping and Labeling Instructions and Deliveries

Restrictions on Packing and Packaging Materials: Failure to abide by the following restrictions shall result in rejection and return of material at SELLER'S expense and/or delays in processing through BUYER'S Receiving/Inspection Departments and in payment of SELLER'S invoice:

- The Use of Styrofoam Packing and Yellow Plastic Wrapping Material is Prohibited
- The use of Masonite as a protective, sealing or packaging material is prohibited.
- The use of plywood, cardboard or other materials that will splinter, flake, or crumble is prohibited as protective covering for openings on fittings, valves and

components.

- CRES or aluminum sheet, .050 thickness or greater, or suitable plastic, is the only acceptable material for capping, sealing, or protecting opening and machined surfaces unless otherwise approved in writing by BUYER on a case basis.

Additional Export and Import Marking Requirements

If material is being exported from or imported into the U.S., additional packing and paperwork labeling may be required to comply with export/import control requirements (refer to the U.S. International Traffic in Arms Regulations and/or Export Administration Regulations, as applicable) as well as duty-free entry requirements, if applicable.

Liens

All material, supplies, delivered goods, equipment, hardware, and software under this Purchase Order shall be free of all liens, claims, charges and encumbrances of any kind, legal or equitable.

Upon request, SELLER shall furnish BUYER with formal written releases from SELLER'S subcontractors.

If SELLER fails to discharge, or cause to be discharged, any lien, claim, charge or encumbrance, after BUYER has requested SELLER to do so, BUYER may discharge, or cause to be discharged, any such lien, claim, charge or encumbrance and SELLER shall be responsible for the reasonable costs thereof, including attorney's fees.

If BUYER has provided the SELLER with advance funding milestone payments, progress payments, or other funding prior to completion of the work required by this order and delivery, as appropriate, BUYER shall have a lien against SELLER for any supplier, material, , equipment, or goods in which such funding was used.

Notification of Ownership or Legal Structure Changes

If the SELLER experiences a change in its ownership or legal structure, or becomes aware that such is likely to occur, SELLER shall notify BUYER in writing within ten (10) working days of the effective date of the change or of becoming aware of the prospective change, whichever is earlier.

Change of Name

If in the event that the SELLER undergoes a change of name after the issuance of this Purchase Order, SELLER shall notify the BUYER and provide appropriate documentation within 15 days after change of name to record the new name with BUYER.

Mergers and Acquisitions

If SELLER has been, or expects to be, merged with or acquired by another entity (foreign or domestic), SELLER'S resulting organization and ownership must:

- still be able to perform the required work; and
- be eligible to have access to the equipment and technical data necessary to perform, hereunder; and
- be eligible to obtain, maintain, and retain all required licenses and approvals.

Proprietary Information and Intellectual Property and Data Rights BUYER'S Information

Except to the extent that information is clearly in the public domain, all information provided by BUYER to SELLER during the performance of this Purchase Order and all improvements,

modifications and derivations thereto shall be deemed to be the proprietary information of BUYER.

SELLER agrees:

- to hold BUYER'S proprietary information in confidence and to protect it from release to third parties;
- to disclose BUYER'S proprietary information only to SELLER'S employees who have a need-to-know and only after they have been made aware of the proprietary nature of the information; and
- to use such proprietary information solely for the purposes of performing this Purchase Order.

The restriction on release to third parties contained in this paragraph will not apply to release by the SELLER to subcontractors that SELLER uses in performing this Purchase Order provided the SELLER includes in such subcontracts a provision substantially the same as this paragraph.

Non-Incorporation of SELLER'S Information

Proprietary information of the SELLER must be specified for delivery under this purchase order. SELLER shall not deliver, disclose or incorporate any proprietary information to BUYER without first providing BUYER with advance notice, and receiving written concurrence. All proprietary information of the SELLER must be properly marked in accordance with the DFARS clauses invoked herein.

If SELLER fails to obtain prior written concurrence, or fails to properly mark the information, such information shall be deemed to be acquired free from any restrictions and shall be deemed to have been disclosed as part of the consideration for this Purchase Order. SELLER thereby agrees not to assert any claim against BUYER by reason of BUYER'S use or alleged use thereof.

Rights in Data and Inventions

In addition to the Government's rights in data and inventions, SELLER agrees that the BUYER, in performance of its prime contract and higher-tier contract obligation(s), shall have an unlimited, irrevocable, world-wide, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative, and authorize others to do any of the foregoing, to any and all inventions, discoveries, improvements, mask works and patents as well as any and all data, copyrights, reports, and works or authorship, conceived, developed, generated or delivered in performance of this purchase order. In the event that any subcontractor, at any tier, under this purchase order, asserts that it is entitled to furnish such data with less than unlimited rights or that is otherwise proprietary, the SELLER shall promptly notify the BUYER thereof together with the factual basis for each assertion.

The term "technical data" used here has the meaning set forth in paragraph (a) of the clause hereof entitled "rights in Technical Data – Noncommercial Items (DFARS 252.227-7013)."

Ownership

All reports, memoranda or other materials in written form, prepared by SELLER pursuant to this Purchase Order and furnished to BUYER by, or on behalf of, SELLER hereunder shall become the sole property of the BUYER.

Rejection

If SELLER delivers non-conforming supplies or services, BUYER may, at its option and SELLER'S expense:

- Return the supplies for refund or credit;
- require SELLER to promptly correct or replace the supplies or services;
- retain non-conforming supplies and reduce the purchase order price by an amount equitable under the circumstances;
- correct the nonconformance; or
- obtain conforming supplies or services from another source.

SELLER shall be liable for any increase in costs, including shipping costs and any procurement costs attributable to BUYER'S rejection of non-conforming supplies or services.

SELLER shall not re-tender rejected supplies without disclosing the corrective action taken

Identification Marking of Parts

Unless otherwise expressly agreed to in writing, identification marking of individual parts within the systems, equipment, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with the applicable specifications and drawings.

To the extent identification marking of such parts is not specified in this Purchase Order or in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- Parts shall be marked in accordance with generally accepted commercial practice;
- In cases where parts are so small as to not permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

Price Changes

The price of the Goods may not be increased for any reason whatsoever including, but not limited to, any changes in the cost of labor or materials affecting the Goods, without BUYER'S prior written consent.

Inspection of Goods

Notwithstanding payment, passage of title, prior inspection, or test, all Goods are subject to final inspection and acceptance or rejection by BUYER at BUYER'S facilities, it being understood and agreed that payment, passage of title, prior inspection, and/or test shall not constitute acceptance of the Goods by BUYER. BUYER may charge SELLER the expense of unpacking, examining, repacking, storing, and reshipping any Goods found to be defective or not in conformity with the terms of this Agreement. In addition to BUYER'S other rights under this Agreement including, without limitation, any right to damages, (a) BUYER may require SELLER to replace any Goods which BUYER is entitled to reject hereunder or grant a full refund or credit to BUYER in lieu thereof; and (b) BUYER may replace any Goods or work which BUYER is entitled to reject under this Agreement with other goods or work. In addition to the foregoing, at all reasonable times, including the period of manufacture, BUYER may inspect and/or test the Goods to be furnished hereunder at the places where the work is being performed, including those of SELLER'S suppliers, and SELLER shall provide, without additional charge, reasonable facilities and assistance for BUYER'S safe and convenient inspection and test. BUYER may inspect one hundred percent (100%) or a sample of all Goods or any lot of Goods at BUYER'S option, and BUYER shall have the right to reject all or any portion or lot of Goods if

any such inspection reveals them to be defective or nonconforming.

Changes in the Work

BUYER may, at any time, without notice to any person, and by a written change order, make changes in any one or more of the following: (a) BUYER'S drawings, designs, and/or specifications; (b) method of shipment or packing of the Goods; (c) place and/or time of inspection, delivery, and/or acceptance of the Goods; (d) the quantity and/or type of Goods ordered; and/or (e) the work or service schedule with which SELLER is obligated to comply. If any such change causes an increase or decrease in the cost of, or time required for, performance of this Agreement, whether or not changed by the Agreement, an equitable adjustment shall be made in the price or delivery schedule or both, and this Agreement shall be modified accordingly. No claim by SELLER for adjustment hereunder shall be allowed unless made in writing for a specified amount within twenty (20) days from the date that any change order is received by SELLER. Notwithstanding the foregoing, or any other provision of this Agreement, SELLER hereby agrees that no changes to the Goods that may be required in order to meet the specified performance requirements of this Agreement shall entitle SELLER to any adjustment in either price or deliver

Stop Work Orders

BUYER may, at any time, by written stop work order, require SELLER to stop all or any part of the work under this Agreement for a period of up to ninety (90) days after delivery of such stop work order, and for any further period as the parties may agree in writing. Immediately upon receipt of such stop work order, SELLER shall comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work being stopped. At any time during such period, BUYER may, in whole or in part, either cancel the stop work order, or terminate the work in accordance with the terms and provisions of this Agreement. To the extent that the stop work order is canceled or expires, SELLER shall resume work and complete SELLER'S required performance hereunder.

SELLER'S Warranties

SELLER warrants and represents to BUYER, its successors and customers, that SELLER will undertake its best efforts to ensure that all Goods furnished to BUYER will be free from defects in material and workmanship; will conform to applicable drawings, designs, specifications, and samples; will meet all functional and performance requirements; and, to the extent that this Agreement calls for services to be performed, SELLER warrants and represents that SELLER will undertake its best efforts to ensure that such services will meet all of the requirements of this Agreement, and will be performed to the highest standards of workmanship in the industry. SELLER agrees to cooperate with BUYER at all times and in good faith in order to achieve BUYER'S specifications and objectives. SELLER warrants and represents that the Goods are of excellent quality, are safe for human use, are merchantable, and are fit for the purposes for which such goods are used, and that the Goods, as well as their purchase, use, and sale by BUYER, will not infringe upon or violate any patent, copyright, trademark, service mark, or other proprietary right of any kind whatsoever. SELLER hereby agrees to indemnify and hold BUYER harmless from any and all claims for patent infringement or other intellectual property claims related to the Goods and/or resulting from SELLER'S

performance hereunder including, without limitation, any damages which result from such claims. SELLER warrants and represents that the title of the Goods conveyed shall be good and its transfer rightful, and that the Goods shall be delivered free from any security interest or other lien or encumbrance of any kind. SELLER warrants and represents that none of the Goods furnished under this Agreement are surplus, used, remanufactured, reconditioned, or of such age or so deteriorated as to impair the usefulness or safety thereof. SELLER warrants and represents that all Goods furnished under this Agreement, and all labeling, tagging, manufacturing, and testing thereof, will comply with all applicable federal and state laws, rules, regulations, orders, and ordinances from time to time in effect. SELLER shall, at SELLER'S sole cost and expense, execute and furnish BUYER with appropriate written certificates of compliance with such laws, rules, regulations, orders, and ordinances. SELLER also warrants and represents that all labels and tagging, if any, will contain adequate and accurate information with respect to the use, safety, and treatment of the Goods, and will not be misleading in any way. SELLER agrees to notify BUYER for any changes to sources of material and parts, changes in manufacturing processes, test procedures, manufacturing locations, relocation of replacement equipment and similar changes.

Protection of BUYER'S Label

Except for sales to BUYER under this Agreement, SELLER may not sell or otherwise dispose of any Goods (including, but not limited to, any goods that are rejected or returned by BUYER or that are not delivered) bearing any trademark, trade name, or other proprietary mark or notation of BUYER. All labels furnished to SELLER, if any, shall constitute the sole and exclusive property of BUYER, and any such labels which are not affixed to the Goods in accordance with BUYER'S requirements shall be immediately returned to BUYER.

Termination

BUYER may terminate this Agreement, in whole or in part, in the event that (a) SELLER should default under any of the terms hereof; (b) SELLER should fail and/or refuse to perform in accordance with any of the requirements of this Agreement or make progress or timely delivery of the Goods so as to endanger performance hereunder; or (c) SELLER should become insolvent or suspend any of its operations, or if any petition should be filed or proceeding commenced by or against SELLER under any state or federal law relating to bankruptcy, arrangement, reorganization, receivership, and/or assignment for the benefit of creditors. Any such termination shall be without liability to BUYER except for those Goods which have been completed by SELLER and delivered to and accepted by BUYER in accordance herewith. SELLER shall be liable for any and all damages caused by or resulting from SELLER'S default including, but not limited to, excess costs of locating and procuring replacement Goods. Termination of this Agreement, or any part hereof, by BUYER shall be without prejudice to any other rights and remedies of BUYER, and BUYER'S rights and remedies shall be cumulative and non-exclusive.

Payment Terms

The total purchase price for the Goods is specified on the face hereof. SELLER shall bear the risk of loss for all Goods provided by SELLER from the time said Goods are placed in the possession of a carrier for shipment to BUYER until said Goods

have been accepted by BUYER as provided herein, and SELLER shall indemnify and hold BUYER harmless from any damage or casualty to the Goods during the time when the risk of loss is borne by SELLER as set forth above. SELLER shall be solely responsible for any and all costs related to the shipment and delivery of the Goods including, but not limited to, the costs of freight, insurance, and storage, if any. Upon BUYER'S acceptance of the Goods, BUYER shall deliver to SELLER the cost of the purchase price attributable to the delivered Goods. After receipt of materials or satisfactory completion of services as indicated on the purchase order, SELLER shall invoice BUYER according to the terms on the purchase order.

Indemnification by SELLER

BUYER shall not be liable to SELLER, its affiliates, directors, officers, employees, agents, or other representatives, or to subsequent purchasers or ultimate users of the Goods, or to any other person for any claims, liabilities, losses, demands, suits, damages, or expenses including, without limitation, reasonable attorney fees and expenses, and liabilities of whatsoever kind or nature imposed on, incurred by, or that may be asserted against any of the foregoing in connection with or arising out of the manufacture or use of the Goods. SELLER shall indemnify and hold BUYER harmless from and against any claims, liabilities, losses, demands, suits, damages, and expenses including, but not limited to, reasonable attorney fees and expenses, and liabilities of whatsoever kind or nature imposed on, incurred by, or that may be asserted against BUYER in connection with or arising out of the performance, safety, manufacture, or use of the Goods.

Force Majeure

BUYER shall not be in default or breach of this Agreement for any delay or failure to perform hereunder due to causes beyond BUYER'S control including, but not limited to, acts of God, fire, earthquake, flood, explosion, strike, labor disturbance, civil commotion, acts of government, government agencies, and/or government officials, or any shortage or failure or delays in the delivery of materials, supplies, labor, or equipment.

Modification and Rescission

No modification or rescission of any term or condition hereof shall be of any force or effect unless and until such modification or rescission is reduced to writing and signed by both SELLER and BUYER, and no modification shall be affected by the acknowledgment or acceptance of any invoice or other forms containing terms and conditions at variance with or in addition to those set forth herein.

Waiver

A waiver by any party of any provision of this Agreement, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

Titles and Headings

Titles and headings of paragraphs of this Agreement are for convenience and reference only, and shall in no way define, limit, or otherwise affect the construction of any provision of this Agreement.

Governing Law

This Agreement, and all matters related hereto including, but not limited to, any matter or dispute arising out of this Agreement, shall be interpreted, governed, and enforced according to the laws of the State of New York, and the parties hereby consent to the jurisdiction of any appropriate court in the State of New York.

Further Instruments

The parties hereto agree to execute such additional documents and take such further actions as may reasonably be required to carry out each of the provisions and the intent of this Agreement.

Attorney Fees

In the event that either party brings suit to enforce or interpret this Agreement, or brings suit for damages on account of the breach hereof, the prevailing party shall be entitled to recover from the other party or parties the prevailing party's reasonable attorney fees and costs incurred in any such action in addition to any other relief to which the prevailing party is or may be entitled.

Severability

Whenever possible, each provision of this Agreement and every related document shall be interpreted in such manner as to be valid under applicable law; however, if any provision of this Agreement shall be invalid or prohibited under said applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.