

**THE ATLAS GROUP**  
**PURCHASE ORDER TERMS AND CONDITIONS**

**THESE TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE A PART OF ALL ORDERS ISSUED BY THE ATLAS GROUP (“BUYER”).**

**1. ACCEPTANCE:** Purchase Orders (“Orders”) shall become effective when accepted by the party to whom the Order is issued (“Seller”) by written or electronic acknowledgment. **NO PURPORTED ACCEPTANCE OF ORDERS ON TERMS AND CONDITIONS WHICH MODIFY, SUPERSEDE, OR OTHERWISE ALTER THE TERMS AND CONDITIONS HEREOF SHALL BE BINDING UPON BUYER.** Unless otherwise stated on the face of Orders, the Orders are Buyer’s requirements to Seller, incorporating order quantity, pricing, and delivery schedule, place of delivery and the description, drawing revision level, and quality, performance and technical specifications (“Specifications”) of the Goods (the term "Goods" throughout these Terms and Conditions are parts described in an Order; including without limitation, raw materials, detail parts, components, intermediate assemblies, and final assemblies), Seller’s rejection of any Order shall be based solely on the Order not being in compliance with (i) these terms and conditions, or (ii) any pricing agreement incorporating these terms and conditions (collectively or individually, “Agreement”), or (iii) attachments incorporated herein by reference. Notice of Seller’s acceptance or rejection of an Order shall be submitted in writing to Buyer within two (2) business days from the Order’s issue date. Notice of rejection shall state reason for rejection and allow Buyer two (2) days to correct any non-compliant terms and conditions or attachments incorporated by reference. Seller may not disclose the existence of any Order(s) or the items to be supplied hereunder without Buyer’s prior written consent, except to Subtier Suppliers who shall have the same responsibility.

**2. DELIVERY:** Delivery must be in strict compliance with the schedule contained in an Order and shall be made by Seller at such times and places and of such items and quantities as are specified by Buyer. Goods fabricated in excess or in advance of Buyer's requirements contained in an Order are at Seller's risk. Buyer reserves the right to return to Seller, at Seller's expense, all Goods received more than five (5) calendar days ahead of the required delivery date. Buyer reserves the right, without loss of discount privileges, to pay invoices covering items shipped in advance of the schedule on the normal maturity after the date specified for delivery. If Seller fails to meet its scheduled delivery dates and Buyer elects to call for expedited shipments, Seller will pay the total cost incurred. Seller shall be responsible for any additional charges resulting from any deviation from Buyer's routing instructions. Should Buyer accept Goods which are not delivered on or before the required delivery date, which option Buyer reserves, the Seller shall be liable for all additional costs incurred by Buyer because of such delay(s) including, but not limited to, additional or premium transportation charges, special handling expenses, and costs to Buyer to install the materials out of normal manufacturing sequence in addition to other remedies available by law to Buyer. Title and risk of loss shall remain in Seller until Goods are delivered to IncoTerms 2010 Buyer designated point specified in an Order.

Notwithstanding such delivery, Seller shall bear risk of loss or damage to Goods purchased hereunder from the time that Buyer gives notice of rejection of Goods pursuant to the inspection provisions of this Order. If Seller encounters or anticipates difficulty in meeting the delivery schedule, Seller shall immediately notify Buyer in writing, giving pertinent details; provided however, that the receipt of such data shall be for information purposes only and shall not be construed as a waiver by Buyer of any delivery schedule or date or of any rights or remedies provided by law or this Order. If Seller fails to make delivery promptly and regularly, as required by an Order, Buyer may, in addition to other remedies available at law, terminate these Terms and Conditions and all Orders issued hereunder, or the whole or any part of an Order in accordance with Paragraph 16.1 entitled "Termination for Default." Nothing contained in this Paragraph shall prevent termination by Buyer under the provisions of the "Termination for Default" Paragraph of these Terms and Conditions.

**3. SHIPPING INSTRUCTIONS:** Seller agrees to prepare and properly box or crate Goods for shipment so as to prevent damage in transit, to comply with Buyer's shipping and routings instructions, comply with appropriate export requirements and to describe the Goods on the bill of lading in conformity with appropriate freight classifications. Any additional charges resulting from failure to comply with this provision, excluding incidental and consequential damages, shall be charged to Seller. Each container must be marked to identify contents and quantities without opening. Packing lists, certificate of conformance, or when applicable, certifications, including certifications for time sensitive materials (which shall identify the type of material, expiration date, lot or batch number), must accompany each shipment and must have only one (1) purchase order per supplier packing sheet. The location of the packing list must be clearly marked on the container. When multiple containers are used, the packing list will show the items in each container. Multiple containers will be numbered consecutively, for example, 1 of 4, 2 of 4, etc. Buyer's purchase order number and Buyer's address must appear on all invoices, packing sheets, delivery tickets, shipping orders and bills of lading. Buyer assumes no obligation for materials shipped in excess of quantity as shown on an Order. The shipping terms of an Order are IncoTerms 2010 Buyer designated shipping point specified in an Order, and transportation charges, are to be paid pursuant to the Order instructions. For international shipments, Seller shall comply with Federal Regulation Title 19CFR149 (ISF-Importer Security Filing) and Federal Regulation 6 U.S.C. 944, as amended by Section 1701 of Title XVII ("Maritime Cargo").

**4. INVOICING AND PAYMENT:** Invoicing: Individual invoice showing Order number and Order item number must be issued for each shipment applying against an Order. One copy of each invoice must be rendered with prices and extensions. Invoices shall be mailed within three (3) days after shipping date. Invoice date shall not precede shipment date. Rejections, delays in delivery or delivery in advance of required delivery date, and/or invoices and/or shipping documentation, errors and/or omission will be considered just cause for withholding payment without loss of cash discount privilege(s), with payment being made pursuant to the Order delivery date, or the errors and/or omissions have been corrected. Unless otherwise specified, the price set forth in an Order shall include all charges for Seller's packing and crating, cartage and transportation cost to IncoTerms 2010 designated point specified in an Order. Buyer shall be responsible for all local, state, and federal excise, sales, and use taxes when applicable. Seller shall provide a "Commercial Invoice" for all Goods imported to Buyer, which shall contain the description, value and country of origin of the merchandise being imported. The

Commercial Invoice shall be signed by the Seller, Seller's shipper or Seller's agent as required for Customs entry and shall be prepared in accordance with 141.86 of the U.S. Customs Regulations. The Commercial Invoice presented to Customs must contain certain pieces of information in order for Customs and the broker to be able to determine the classification of the merchandise. Seller should reference The US Government's Customs and Border Protection web site, for more detailed instructions on information required on the Commercial Invoice. Any inaccurate or misleading statement of fact in a required document may result in delays in release, detention of Goods, increased review by import specialists or penalties against the importer. Even if the inaccuracy or omission was unintentional, the importer may be required to establish that it exercised due diligence and reasonable care. Seller is responsible for and agrees to indemnify Buyer for any and all fines, damages, losses, expense, attorney fees, court costs, etc., that result from Seller's failure to comply with the Commercial Invoice requirements.

## **5 QUALITY SYSTEM REQUIREMENTS:**

### **5.1 Manufacturers**

Manufacturers of materials, parts and assemblies will have a quality management system that complies with the (AS/EN/JISQ) 9100 Quality Management Systems – Aerospace – Requirements. Copies of the AS standards can be purchased from SAE International at [www.sae.org](http://www.sae.org).

### **5.2 Special Processors**

Special Processors must have a quality management system that is compliant to (AS/EN/JISQ) 9100 Quality Management Systems – Aerospace – Requirements or accredited to Nadcap AC7004 as required by end customer requirements.

The ISO 17025 scope of accreditation must cover the Nadcap scope of accreditation and be from an approved NACLA / ILAC accreditation body. In addition, special processors shall achieve and maintain Nadcap/NUCAP accreditation based on end customer requirements.

Special Processors with accreditations from any OEM must notify Buyer immediately if their accreditation has been revoked for any statement of work being issued by Buyer for processing. If processing is completed prior to notification or there is a failure to notify, the Special Processor could be liable for any and all costs associated with Buyers order including but not limited to labor and material cost incurred on the order and any costs and expedite fee associated with recovery of the order.

Accreditation may be required in the following disciplines:

- Non-Destruction Testing (RT, UT, PT, and MT)
- Chemical Processing (painting, plating, anodize, etch and various other wet processing)
- Heat Treating (including furnace brazing)
- Welding and Brazing
- Surface Enhancement - shot peen only
- Materials Testing Laboratories (raw material testing)

### **5.3 Foreign Object Debris (FOD)**

Seller shall refer to the National Aerospace Standard (NAS 412) as a guide for control and prevention of Foreign Object Debris (FOD).

#### 5.4 Electrostatic Discharge (ESD)

Seller shall refer to IPC-A-610 Section 3 as a guideline for Handling of Electrical Assemblies (ESD).

### **6. INSPECTION:**

6.1 Seller agrees to inspect and test all Goods furnished in performance of an Order to ensure compliance with the Specifications, engineering drawings, manufacturing and quality plans and other requirements of the Order. Test reports and/or certifications shall be retained by Seller for ten (10) years after shipment of Goods, unless specified otherwise on an Order for specific customer requirements. Seller agrees to permit inspection and testing by Buyer of all Goods furnished in performance of an Order during manufacture, where practical, and at all other times and places. All Goods shall be received subject to Buyer's inspection and acceptance or rejection. Inspection or testing of, or payment for any Goods shall not constitute an acceptance thereof. Acceptance by Buyer does not relieve Seller of liability for latent defects, negligence, fraud, or such gross error or defects as amount to fraud. Buyer shall have the right to reject any Goods found not to be in compliance with the Specifications or other requirements of an Order; and recover all related cost of returning the defective Goods to Seller, including the price of the Goods, if already paid by Buyer. The obligations of this Paragraph 6, entitled "INSPECTION," shall survive the cancellation, termination or completion of these Terms and Conditions or any Order.

6.2 Representatives of Buyer, Buyer's customers, the FAA or any equivalent government/regulatory agency shall have the right to access, inspect, and evaluate Seller's plant and facilities including, but not limited to, Seller's subcontractor's, and sub-tier supplier's facilities, systems, data, equipment, inventory holding areas, procedures, personnel, testing, and all work-in-process and completed Goods(s). For purposes of this Paragraph, equivalent government agency shall mean those governmental agencies so designated by the FAA or those agencies within individual countries which maintain responsibility for assuring aircraft airworthiness and/or compliance.

**7. LIMITED WARRANTY:** Seller expressly warrants that all Goods furnished hereunder shall (1) conform to all Specifications, drawings, samples, or other descriptions furnished, specified or adopted by Buyer and to all other requirements of these Terms and Conditions, and/or an Order; (2) be free from defects in material and workmanship; and (3) be free from defects in title and any claims of any third parties; and (4) to the extent that the Seller knows or has reason to know of the purpose for which the Goods are intended, will be fit and sufficient for such purpose. Such warranties, together with Seller's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the Goods and shall run to Buyer, its successors, assigns, customers at any tier, and all end users. Except for latent defects, notice of any defect or nonconformity shall be given by Buyer to Seller within twelve (12) months after the date Goods are placed into service. Buyer may, at its option, either (i) return defective or nonconforming Goods for credit or refund (without Seller having any right to furnish conforming

Goods); (ii) require payment of related labor and freight cost, (iii) require prompt replacement or correction of the defective or nonconforming Goods, or (iv) have the defective item corrected or replaced at Seller's expense and deduct the cost thereof from any monies due Seller. Such Goods will be held for Seller's instructions and at its risk, or at Buyer's option, will be returned at Seller's risk. The return to Seller of any defective or nonconforming Goods and delivery to Buyer of any corrected or replaced Goods shall be at Seller's expense. Buyer's packing sheet, which accompanies Goods returned, will indicate whether Goods are to be corrected, replaced or credited to Buyer. No Goods thus returned will be replaced or corrected by Seller without Buyer's written instructions. Goods that have been rejected or required to be corrected shall not thereafter be tendered for acceptance unless the former rejection or correction requirement is disclosed in writing. The obligations of this Paragraph shall survive the cancellation, termination, or completion of these Terms and Conditions or any Orders. The terms of this Paragraph are not intended to control third party claims against Buyer. In the event of third party claims against Buyer relating to Goods furnished pursuant to these Terms and Conditions, the obligations of Seller to Buyer are controlled by Paragraph 17, entitled "INDEMNIFICATION".

**8. CHANGES:** Buyer shall have the right at any time to make changes in one or more of the following: (i) drawings, designs or Specifications, (ii) packing; and (iii) place of delivery or performance. Notices of changes hereunder shall be delivered to Seller in writing; and unless Seller presents to Buyer, with respect to any required changes in drawings, designs or Specifications or method of shipment or packing by Buyer hereunder, an itemized statement of claim against Buyer within twenty (20) business days after receipt of notice of such changes, Seller shall be conclusively deemed to have waived all claims against Buyer therefore. Should Seller present to Buyer an itemized statement of claim, Buyer and Seller shall mutually agree to the cost, if any, of any changes in drawings, designs or Specification, or method of shipment or packing prior to implementation of such changes. Changes in the total quantities covered by an Order shall be accepted at no cost to Buyer, provided Buyer gives a minimum thirty (30) days written notice of such change.

**9. CONFIGURATION CONTROL:** Customer's manufacturing specifications can be located on Buyer's website [www.theatlasgroup.biz](http://www.theatlasgroup.biz). Seller may contact Buyer and request a copy of any specification not located on the website. With the exception of mandatory changes directed by a recognized Governmental Agency and not excluding these Terms and Conditions, Seller shall make no change in design, manufacturing or assembly processes or source of supply which would affect form, fit, function, weight, or performance of the Goods ordered hereunder, without the express, written approval of Buyer. In the event the Seller proposes such a change, the Seller shall provide a copy of the proposed revision and supporting data to Buyer for written approval. These changes shall include the reason for and description of change, serial number(s) affected and effective date of the change. Changes will be fully documented including illustrations as applicable. Should Seller fail to obtain Buyer's written approval prior to delivering modified Goods, Buyer may reject the Goods and seek all applicable rights and remedies, and the delivery of non-conforming Goods shall be treated as if delivery has not occurred, and Seller shall be considered delinquent to its obligation to delivery in strict compliance with the schedule contained in an Order. The obligations of this Paragraph shall survive the cancellation, termination, or completion of the Agreement, or any Orders.

## **10. EQUIPMENT, TOOLING AND FURNISHED PROPERTY:**

10.1 (a) Unless otherwise agreed in writing, Seller shall furnish at its own expense all special dies, tools, jigs, fixtures, equipment and patterns used in the performance of an Order, the same to be kept in good condition and to be replaced by Seller when necessary without expense to Buyer. (b) Unless otherwise agreed in writing, all special dies, tools, jigs, fixtures, equipment, patterns, drawings, or other manufacturing data (including all copies of reprints thereof), and any and all material furnished by Buyer, or specifically paid for by Buyer, shall be the property of Buyer and subject to removal at Buyer's request, and shall be used only in filling orders from Buyer and shall be subject to the provisions of the Paragraph 29 entitled "DATA," if applicable. Seller is obligated to ensure proper care and maintenance of Buyer furnished tooling, and to notify Buyer immediately if tooling damage, significant wear, or loss occurs. If Buyer furnished tooling is damaged, scrapped, lost, or harmed in any way, Seller shall replace the tooling without cost to Buyer; or Buyer shall receive a full refund for the replacement costs of said tools from Seller within thirty (30) days from such event occurring or from the date of discovery, whichever occurs first. Prior to relocating any Buyer owned tooling from Seller's original manufacturing facility assigned to perform the requirements of an Order, Seller shall obtain written authorization from Buyer. Said items shall be held at Seller's risk and shall be kept free from liens or encumbrances of any nature and insured at all times by Seller in an amount equal to the replacement cost thereof, with loss to be paid to Buyer. Written notice of loss or damage shall be furnished to Buyer within seven (7) days from date thereof. (c) Unless otherwise agreed in writing, any tool charges not conveying outright title to the tools from Seller to Buyer shall obligate Seller to keep the tools in good condition and repair or replace them as it may be required by Buyer, without additional charge to Buyer. This clause shall not be construed as a limitation of the right of Seller to use special dies, tools, jigs, fixtures, equipment, patterns, drawings, or other manufacturing data (including all copies or reprints thereof), to which the United States Government has title, in contracts directly with the United States Government. (d) Specifications, drawings, designs, manufacturing data and any other information transmitted to Seller by Buyer in connection with the performance of an Order are disclosed in confidence, must be returned when the Order(s) are completed, and neither they nor the information contained therein shall be disclosed to others or reproduced or copied by Seller without Buyer's prior express written consent. (e) Seller affirms that Buyer, where Buyer has the obligation to provide material used in parts manufactured by Seller, has provided sufficient quantities of material for an Order; and Seller further agrees not to use buyer furnished materials to produce or manufacture Goods, other than Buyer's Goods, without the prior written authorization of Buyer, Should Seller require additional material, as a result of Seller's failure to comply with the requirements herein or for any other reason, Seller shall purchase additional materials, in sufficient quantities to satisfy the Order, at Buyer's cost plus a ten percent (10%) handling fee. Said items shall be held at Seller's risk and shall be kept free from liens or encumbrances of any nature and insured at all times by Seller in an amount equal to the replacement cost thereof, with loss to be paid to Buyer. Written notice of loss or damage shall be furnished to Buyer within seven (7) days from date thereof. The obligations of this Paragraph shall survive the cancellation, termination, or completion of these Terms and Conditions and all Orders issued hereunder, or the whole or any part of an Order. (f) Upon request of Buyer, Seller shall certify with a Letter of Compliance that all Buyer owned tooling and material has been maintained in good condition and is suitable for producing parts consistent with the requirements of an Order, and that the tool(s) and material are still located at the facility originally designated to perform the requirements of an Order. If Seller fails to comply with the Letter of Compliance, Buyer may, by written notice to Seller, terminate these Terms and Conditions and all Orders issued hereunder,

or the whole or any part of an Order, as upon a default in accordance Paragraph 16.1 entitled "Termination for Default", in addition to any other rights or remedies provided by law.

10.2 Raw Material Control: Buyer furnished raw material, forgings, castings, extrusions or Standards require strict accountability by Seller. Seller shall maintain positive individual lot integrity of finished product and identification of all raw material, including forgings, castings, extrusions, Standards, finished product, and any excess material. Seller furnished material shall have in addition to the requirements of Buyer furnished material, complete and verified certifications and test reports containing all necessary information for acceptance by Buyer Quality Assurance Department. Seller shall not sell or dispose of any proprietary property such as excess material or defective items without authorization from Atlas Aerospace.

## **11. INFRINGEMENT:**

11.1 Seller agrees that it will, at its own expense (including but not limited to the payment of attorneys' fees, court costs and any bond or appeal from any adverse judgment), indemnify, defend and hold harmless Buyer against any and all claims, charges or lawsuits asserted or instituted by any party against Buyer or its customers for alleged infringement of any patent, copyright, mask work, trade secret, trademark, or other intellectual property right, proprietary right, or similar right caused by or relating to the manufacture or use of Goods manufactured by or for Seller and furnished to Buyer in the performance of an Order, or relating to the manufacture or use of such Goods in combination with other articles of its manufacture as intended or as contemplated by an Order or as is otherwise recommended by Seller, except where such claims, charges or lawsuits arise from Seller's manufacture of the Goods pursuant to drawings or designs furnished to Seller by Buyer, provided Buyer gives Seller reasonable notice in writing of any such claims or charges, and of the institution of any such lawsuit of which it has knowledge and provides Seller with control over the defense and/or settlement of the applicable claims. In the event of any claim that any Goods furnished hereunder infringe any patent, copyright, trademark or similar right Seller may, at its option and expense: (i) procure for Buyer and its customers the right to continue using the Goods, or (ii) replace or modify the Goods so that such Goods become non-infringing provided the replaced or modified Goods comply with the Specification for the Goods and Seller remains responsible for all other commitments regarding the Goods contained in an Order. Seller further agrees that in case of any settlement including the payment of any monies, Seller will pay all monies due under the settlement. Seller further agrees that in case of a final judgment or award of damages or other monetary relief in any such lawsuit, it will pay such judgment or award and will indemnify and hold harmless Buyer and all persons claiming under Buyer in respect to such award, court costs, attorney fees, and expenses incurred by reason thereof. Seller shall notify Buyer in writing of each such notice or claim of which Seller has knowledge.

11.2 Seller shall not enter into any settlement of any claim or lawsuit under Paragraph 11.1 in which Buyer (or Buyer's customer) is a party to the settlement, without the prior written consent of Buyer, which consent shall not be unreasonably withheld.

11.3 The obligations of this Paragraph shall survive the cancellation, termination, or completion of This Agreement or any Order.

**12. NOTICE OF LABOR DISPUTES:** Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of an Order;

Seller shall immediately give notice thereof to Buyer, including all relevant information with respect thereto. Delivery delays caused by labor disputes shall be governed by Paragraph 2 entitled "DELIVERY."

### **13. COMPLIANCE WITH LAWS:**

13.1 Seller agrees to comply with all applicable local, state and federal laws, orders, directives and regulations heretofore or hereafter promulgated, including, but not limited to, those specifically referenced in this section.

13.2 If either Buyer or Seller employs within the U.S., or makes decisions in the U.S. pertaining to applicants and employees in the U.S. regarding employment opportunities abroad, (collectively, "U.S. Employment Activities"), then to the extent of its own U.S. Employment Activities, **each party agrees to abide by the regulatory requirements of:**

**(i) 41 CFR 60-1.4(a). This regulation prohibits discrimination against qualified individuals on the basis of race, color, religion, sex or national origin and requires affirmative action by covered prime contractors and subcontractors to ensure applicants are employed and that employees are treated without regard to race, color, religion, sex or national origin;**

**(ii) 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities; and**

**(iii) 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

13.3 Seller agrees to comply with the requirements of 29 CFR Part 471, appendix A to subpart A, which is incorporated herein by reference.

13.4 Seller agrees to comply with applicable Federal law, including but not limited to, Federal Acquisition Regulation ("FAR") 52.202-1; 52.212-1; 52.212-2; 52.212-3; 52.212-4; 52.212-5; 52.222-26; 52.222-35; 52.222-36; 52.242-15; 52.244-6; 252.225-7009; 252.247-7023; 252.247-7024; and 252.244-7000, which are specifically incorporated herein by reference.

13.5 Seller represents and warrants that neither it nor any of its Subtier Suppliers will utilize child, slave, prisoner or any other form of forced or involuntary labor or engage in abusive employment or corrupt business practices, in the performance of an Order. At Buyer's request Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's fees and other professional expenses) arising from or relating to Seller's non-compliance with these Terms and Conditions.



13.6 Seller acknowledges and accepts full and sole responsibility to maintain an Environment, Health, and Safety Management System (“EMS”) appropriate for its business throughout the performance of an Order(s). Seller’s EMS will promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Seller shall convey the requirements of this clause to its suppliers.

13.7 If Seller fails to comply with the provisions of this Section 13, Buyer may, by written notice to Seller, terminate these Terms and Conditions and all Orders issued hereunder, or the whole or any part of an Order as upon a default in accordance with the “Termination for Default” paragraphs of these Terms and Conditions in addition to any other rights or remedies provided by law.

13.8 Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands, or expenses (including attorney’s fees and other professional expenses) asserted by any governmental authority or regulatory agency against Buyer arising from or relating to Seller’s non-compliance with any of the provisions of Paragraphs 13.1 through 13.6.

**14. STOP WORK ORDER:** Buyer may at any time, by written notice to Seller, require Seller to stop all or any part of the work called for by this Order for a period of up to ninety (90) days after the notice is delivered to Seller ("Stop Work Order"). Upon receipt of a Stop Work Order, Seller shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by an Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Seller, or within any extension of that period to which the parties shall have agreed, Buyer shall either cancel the Stop Work Order, or terminate the work covered by an Order as provided in the "Termination for Default" or the "Termination for Convenience" Paragraphs of these Terms and Conditions, whichever may be appropriate. Seller shall resume work upon cancellation or expiration of any Stop Work Order. An equitable adjustment may be made in the delivery schedule or prices hereunder, or both, and the Order would be modified in writing accordingly, if the Stop Work Order results in an increase in the time required for the performance of the Order or in Seller's costs properly allocable thereto.

**15. FORCE MAJEURE:**

15.1 In the event of a Party's failure to meet any of its obligations under an Order, where such failure is the result, in whole or part, of any labor dispute, war, riot, insurrection, vandalism, commotion, fire, flood, earthquake, accident, storm, epidemic, pandemic, act of God or government, or any other cause beyond such Party's reasonable control (for purposes of this Paragraph, a "Force Majeure event"), such Party's obligations hereunder shall be suspended (except for the obligation to make payments for amounts owed) to the extent of the force majeure event, except as provided hereafter. The Party declaring a force majeure event shall give notice to the other Party, using the most expedient means available under the circumstances, stating the particulars of the event. The parties shall use all diligent efforts to promptly resume normal performance hereunder after the occurrence of any force majeure event.

15.2 If the force majeure event continues for longer than fifteen (15) calendar days, then the Party not declaring the force majeure event, at its sole option, may terminate these Terms and

Conditions and all Orders issued hereunder, or the whole or any part of an Order without any obligation or liability except for the obligation to make payments for amounts owed prior to force majeure notice receipt.

## **16. TERMINATION AND SETTLEMENT:**

### **16.1 Termination for Default:**

16.1.1 Buyer may, by written notice of default to Seller, immediately terminate these Terms and Conditions and all Orders issued hereunder, or the whole or any part of an Order if Seller fails to make delivery of the Goods or to perform the services required by an Order within the time specified herein or any extension thereof. If Seller fails to satisfy any of the other requirements of these Terms and Conditions or an Order, or so fails to make progress as to endanger performance of these Terms and Conditions or an Order in accordance with these Terms and Conditions, and does not cure such failure within a period of ten (10) calendar days (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure, then Buyer may terminate these Terms and Conditions and all Orders issued hereunder, or the whole or part of an Order.

16.1.2 In the event Buyer terminates these Terms and Conditions and all Orders issued hereunder, or an Order in whole or in part as provided in Paragraph 16.1, Buyer shall have no further obligation to Seller under the terminated portion of Orders issued hereunder, or any Orders and Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, Goods or services similar to those so terminated, and Seller shall be liable to Buyer for any excess procurement costs directly related to resourcing the Goods.

### **16.2 Termination for Insolvency:**

16.2.1 In the event of the institution of any proceedings by or against Seller under Federal or State bankruptcy or debtors' relief laws including, without limitation, any provision of the Bankruptcy Code, or the appointment of a receiver or trustee or an assignment for the benefit of creditors of Seller, or the institution of any similar proceedings, Buyer may terminate these Terms and Conditions and all Orders issued hereunder, or any Orders. Any termination under this Paragraph shall be deemed to be a termination for default in accordance with the provisions of this Order entitled "Termination for Default."

16.2.2 If these Terms and Conditions and all Orders issued hereunder, or any Orders are terminated as provided in Paragraph 16.2 "Termination for Insolvency", Buyer, in addition to any other rights provided in these Terms and Conditions, may require Seller to transfer title and deliver to Buyer, in the manner and to the extent directed by Buyer, the following: (i) any completed Goods; and (ii) such partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called ("Manufacturing Materials")) as Seller has specifically produced or specifically acquired for the performance of such part of an Order that has been terminated. Seller shall also, upon direction of Buyer, protect and preserve property in the possession of Seller in which Buyer has an interest. Payment for completed Goods delivered to and accepted by Buyer shall be at the contract price. Payment for Manufacturing Materials delivered to and accepted by Buyer and for the protection and preservation of property shall be in an amount agreed upon by Buyer and Seller; failure to agree to such amount shall be a dispute within the meaning of the Paragraph 27 entitled "DISPUTES." Buyer may withhold from amounts otherwise due Seller for such completed Goods or

Manufacturing Materials such sum as Buyer determines to be necessary to protect Buyer against loss because of outstanding liens or claims of former lien holders.

#### 16.3 Termination for Convenience:

Buyer may, at any time by written notice, terminate these Terms and Conditions and all Orders issued hereunder or all or any part of an Order for Buyer's convenience, in which event Seller agrees to stop work immediately as to the terminated portion of the Order and to notify Supplier(s) and Subtier Supplier(s) to stop work, and protect and preserve property in its possession in which Buyer has an interest. Buyer's obligations and/or liabilities relating to a Termination for Convenience are set forth in paragraph 8.0 entitled Changes, of these Terms and Conditions, and Paragraph 16.4 below.

#### 16.4 Rights and Remedies:

The rights and remedies of Buyer provided in this Paragraph 16 shall not be exclusive and are in addition to any other rights and remedies provided by law or under these Terms and Conditions. Any termination of these Terms and Conditions or any Orders under this Paragraph 16 shall not relieve Seller of any obligations and liabilities which may have arisen under any of these Terms and Conditions prior to such termination, including, but not limited to, patent infringement, reproduction rights, latent defects, and warranty obligations.

**17. INDEMNIFICATION:** Buyer's rights hereunder shall exist by agreement of the parties notwithstanding any limitations regarding indemnity and/or contribution which exist under the law of the State of Delaware. Notwithstanding anything contained in Seller's warranty to the contrary, Seller and Buyer expressly agree that Seller is responsible for and agrees to defend, indemnify and hold harmless Buyer from and against any and all damages, losses, claims, actions, demands, liabilities, legal proceedings, judgments, settlements, expenses, attorney fees, court costs, arising out of or in connection with any incidents, accidents, injuries or deaths to any persons or damages and/or losses to property, to the extent they are caused by Seller. The obligations of this Paragraph shall survive the cancellation, termination, or completion of these Terms and Conditions or any Order. Seller shall maintain such public liability insurance, including products liability and aircraft products liability, completed operations, contractors liability, automobile liability insurance (including non-owned automobile liability) and worker's compensation, and employer's liability insurance as will adequately protect Buyer against such damages, liabilities, claims, losses and expenses (including attorneys' fees), provided that all such liability insurance policies shall be in an amount of not less than \$5,000,000. Seller agrees to submit certificate of insurance, evidencing its insurance coverage when requested by Buyer.

**18. GRATUITIES; POLICIES AND PROCEDURES:** If it is found that gratuities (in the form of entertainment, gifts or otherwise) are offered by Seller, or any agent or representative of Seller, to any employee of Buyer with a view toward securing favorable treatment with respect to the awarding or performing of any Order, Buyer may, by written notice to Seller, terminate these Terms and Conditions as upon a default in accordance with the "Termination For Default" Paragraph of these Terms and Conditions in addition to any other rights or remedies provided by law; provided, Seller has received proper notification of the violation, and has not cured the violation within thirty (30) days of receipt of written notice from Buyer stipulating the non-compliance.

**19. APPLICABLE LAW:** Buyer and Seller expressly agree to exclude from these Terms and Conditions the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. these Terms and Conditions shall be deemed to be a contract entered into in the State of Delaware, U.S.A., and shall be construed and governed in all respects, and the legal relationships between the parties shall be determined, in accordance with applicable commercial law of the State of Delaware, U.S.A., including but not limited to, the Uniform Commercial Code, as the same may be enacted and in force from time to time in that jurisdiction. For purposes of this Paragraph, "applicable commercial law of the State of Delaware, U.S.A.," shall not include any limitations regarding indemnity and/or contribution under the law of the State of Delaware, U.S.A. Notwithstanding any language in this Paragraph to the contrary, the Buyer and Seller further expressly agree that any right to indemnification or contributions contained in the Terms and Conditions stated herein or on the face of an Order or in any attachments thereto and incorporated therein, shall exist by agreement of the parties irrespective of any limitations regarding indemnity and/or contribution under the law of the State of Delaware, U.S.A. Any provision in the Terms and Conditions stated herein or on the face of an Order or in any attachments thereto and incorporated therein which is prohibited by the laws of any state shall, as to such state, be ineffective to the extent only of such prohibition, but without invalidating any of the remaining provisions hereof.

**20. INTERNATIONAL REQUIREMENTS:**

20.1 Origin of Goods and parts

20.1.1 Goods and parts originating in the United States (US)

When Goods and parts provided under these Terms and Conditions originate in the US, prior to its first shipment of Goods and parts to Buyer, Seller shall provide a valid Manufacturer's Affidavit, or a Certificate of Origin representing through the document that the Goods and parts in question have undergone a substantial transformation in the US as required by Customs and Border Protection (CBP). (19 CFR 10.1.2[e])

Frequency of submittal: Subsequent to the initial submittal, if any change occurs in the country of origin of Goods and parts provided under these Terms and Conditions, Seller must submit an appropriate new Certificate of Origin. At Seller's option, if origin changes frequently, Seller may provide a new Certificate of Origin with each shipment of Goods and parts.

20.1.2 Goods and parts originating Outside the US

In all cases, when Goods and parts provided under these Terms and Conditions originate outside of the US, prior to its first shipment of Goods and parts to Buyer, Seller shall provide Buyer a Certificate of Origin, specifying the country of origin, including supplier name, Buyer part number, part description, and, as requested, any other documentation that is reasonably required for Customs compliance. The Certificate of Origin shall represent that the Goods and parts in question have undergone a substantial transformation in the indicated country as required by CBP (19 CFR 10.1.2[e]).

Frequency of submittal: Subsequent to the initial submittal, if any change occurs in the country of origin of Goods and parts provided under these Terms and Conditions, Seller must submit an appropriate new Certificate of Origin. At Seller's option, if origin changes frequently, Seller may provide a new Certificate of Origin with each shipment of Goods and parts.

### 20.1.3 Goods and parts originating in North America

When Goods and parts provided under these Terms and Conditions originate in North America, if such is available, Seller shall, prior to its first shipment of Goods and parts to Buyer, provide Buyer's International Trade Compliance Department with a valid, accurately completed North American Free Trade Agreement (NAFTA) Certificate of Origin (Form 434 or Certificate) for all Goods and parts that qualify for preferential duty treatment under NAFTA. NAFTA Certificate of Origin forms are available at <http://www.cbp.gov/nafta/resource.htm>. Unless Buyer requests individual Certificates for each shipment, Seller may provide Certificates annually to cover multiple shipments. Certificates must be completed with entries in every block in accordance with instructions supplied with Form 434.

In accordance with NAFTA rules, Seller shall notify Buyer in writing of any changes that might result in the Goods and parts being ineligible for preferential duty treatment under NAFTA. Seller recognizes that the Certificate will be used by Buyer as proof of eligibility for duty preferential treatment, and Seller agrees to provide full cooperation to Buyer for any US, Canadian, or Mexican Customs inquiries into NAFTA claims that arise out of any Good or parts furnished under these Terms and Conditions.

20.1.4 Upon request by Buyer, Seller shall send or fax signed Manufacturer's Affidavits, signed Certificates of Origin and other statements specifying the county of origin to the authorized representative making such request, at the address, fax number or EMAIL address provided at the time of request.

20.1.5 Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, supplier, or subcontractors at any tier, in performance of any of its obligations under this Paragraph 20.1, including Paragraphs 20.1.1 through 20.1.5.

20.2 Classification of Goods and parts for International Traffic in Arms Regulations (ITAR) and U.S. Export Administration Regulations (EAR) Export Restrictions Notification.

20.2.1 For each item of Technology (as defined in EAR: 15 CFR 768.799) Goods and, parts, and Technology provided under these Terms and Conditions, Seller shall provide, prior to first delivery of the Goods, piece parts and component assemblies, parts or Technology, the Export Control Classification Number (ECCN) under the EAR for that item of, even if Goods and, parts, and Technology are not U.S. origin.

20.2.2 For each item of Goods and parts provided under these Terms and Conditions, Seller shall provide, prior to first delivery of the Goods, piece parts and component assemblies, the Harmonized Tariff Schedule of the United States (HTSUS) classification and the Schedule B classification, if different, for that Goods and parts

20.2.3 Prior to shipment of such Goods and, parts, and technical data, ( (as defined in ITAR: 22 CFR 120-128 and 130) Seller shall notify Buyer as to whether any Goods, piece parts and component assemblies Good, Part or technical data provided under this contract are is controlled by the US International traffic in Arms Regulation (ITAR) as indicated by inclusion on the US Munitions List (USML) or inclusion on a similar control list of a foreign government even if Goods, parts, Tooling, and technical data are not U.S. origin but their characteristics would fall within the USML descriptions.

20.2.4 Prior to shipment of such Goods and parts, Tooling, or Technology, Seller shall notify Buyer as to whether any Goods, piece parts and component assemblies parts or Tooling, or Technology provided under this contract are subject to export restrictions under the US Export Administration Regulations (EAR) or are otherwise covered by the “dual use” categories under the Wassenaar Agreement.

20.2.5 Seller certifies, to the best of its knowledge and belief, that:

(A) No United States government (“Federal”) appropriated funds have been paid or will be paid, by or on behalf of Seller, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Seller shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

(C) Seller shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under subgrants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(D) This language in this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 20.3 International Sourcing

Should Seller decide to relocate any of its manufacturing of Goods and parts internationally, Seller must notify Buyer of the proposed relocation a minimum of 180 days prior to the planned relocation. Seller shall comply with all government regulations (See e.g. 20.4) and all applicable provisions of these Terms and Conditions.

All shipments of Goods and parts from international sources must be packaged utilizing tamper resistant security seals either on individual boxes or on containers. Place of packing of Goods/containers must be indicated on the packing list accompanying each shipment.

### 20.4 Government Regulations

20.4.1 The Goods and parts and data covered by these Terms and Conditions may be subject to governmental rules and regulations including but not limited to the provisions of US Customs and Border Protection laws (Title 19 of the US Code) and regulations (Title 19 of the Code of Federal Regulations), the Export Administration Act of 1979 (50 USC 2401 et seq.), the Export Administration Regulations (EAR) promulgated thereunder (15 CFR 768-799), the US Arms Export Control Act (22 USC 2778 et seq.), the International Traffic in Arms Regulations (ITAR) (22 CFR 120-128 and 130), and non-U.S. export laws and regulations.

20.4.2 Seller acknowledges that (1) these US statutes and regulations impose restrictions on the import from and export to countries outside the US of certain categories of goods, and data, (2) licenses from the US Department of State and/or the US Department of Commerce may be required before such goods, and data can be exported and in some cases, imported, (3) these licenses may impose additional restrictions on use and further disclosure of such goods and data, and (4) the export or disclosure of such goods and data to foreign persons is subject to these statutes, regulations, license requirements and restrictions regardless of whether the export occurs in the US or abroad.

20.4.3 Upon request of Buyer, Seller shall promptly and without additional cost to Buyer furnish any documentation, including import certificates or end user statements, which is reasonably necessary to support the requesting party's application for US import or export approval.

20.4.4 Seller represents, warrants and covenants that no Goods, parts or data submitted under these Terms and Conditions and no items or data provided to Seller by Buyer will be imported, exported, or re-exported by Seller contrary to these statutes and regulations and applicable non-US import and export laws and regulations. Seller shall comply with all export regulations and shall not export any proprietary data, information, tooling or other manufacturing aids, or technology owned by Buyer, without the express written agreement of Buyer.

Seller acknowledges that Buyer may be required by U.S. export control regulations to prevent the disclosure of certain technical data to individuals who are not U.S. citizens or permanent resident aliens.

For purposes of compliance with U.S. export control regulations, Seller shall ensure that all workers performing work pursuant to this Contract are U.S. citizens or permanent resident aliens and shall indemnify the Buyer against all fines, penalties, costs and expenses incurred by the Buyer as the result of a failure by Seller to comply with such a requirement.

20.4.5 If Seller wishes to supply to Buyer any Goods, parts or data that are controlled under the provisions of the Export Administration Act, the EAR, the US Arms Export Control Act or the ITAR, Seller shall first obtain Buyer's written consent. Upon consent by Buyer, Seller will provide certification that the Goods, parts and data are EAR or ITAR controlled. If the Goods, parts and data supplied by Buyer are not controlled under the provisions of the Export Administration Act, the EAR, the US Arms Export Control Act or the ITAR, Seller will provide Buyer certification that the Goods, parts and data are not EAR or ITAR controlled. Requests for consent and the certifications required by this Paragraph shall be addressed to Buyer's authorized representative.

20.4.6 Seller shall package ITAR Goods and parts separate from non-ITAR Goods and shall prominently mark the packaging: "Goods subject to ITAR control." data, technology and source code subject to ITAR control shall be prominently marked: "Subject to ITAR control."

20.4.7 Seller shall package Goods and parts subject to export restrictions under the EAR separately. The packaging of such Goods and parts shall be prominently marked: "Subject to Export restrictions." data, technology and source code subject to export restrictions under the EAR shall be prominently marked: "Subject to Export restrictions." This obligation is not applicable to Goods, parts or data that are EAR99.

20.4.8 Seller shall identify all Goods, parts, data and technology subject to control under the EAR by providing a certification as to the appropriate ECCN and the reason(s) for control to Buyer's authorized representative.

20.4.9 Seller shall indemnify and hold Buyer harmless from all claims, demands, damages, costs, fines, penalties, attorneys' fees, and other expenses arising from Seller's failure to comply with the above referenced laws and regulations and the provision of this Paragraph 20 requiring compliance with such laws and regulations.

**21. AMENDMENT BY LAW:** these Terms and Conditions shall be deemed to contain all provisions required to be included by any applicable local, state or federal laws, orders, regulations or directives heretofore or hereafter promulgated without the subsequent amendment of these Terms and Conditions specifically incorporating such provisions.

**22. ASSIGNMENT:** Seller shall not assign the performance of these Terms and Conditions without prior written consent of Buyer. Proceeds due or to become due under this Order may be assigned by Seller only with the written consent of Buyer and provided that payment to an assignee of any claim related to these Terms and Conditions shall be subject to all applicable defenses, reductions and setoffs.

**23. BUYER DIRECTED SUBTIER SUPPLIERS:** Buyer may direct Seller to procure Goods from a preferred subtier supplier. Seller shall be given the opportunity to determine whether the Buyer directed subtier supplier has the required credentials (technical, financial, quality, resources, etc.) to support Order requirements. Provided the subtier supplier is acceptable to Seller, Seller will be responsible for the subtier supplier's performance relating to the manufacture of the Goods, pricing, quality, reliability, delivery, and technical support of its Goods.

**24. RELOCATION OF MANUFACTURING:** Should Seller or Seller's Subtier Supplier's decide to relocate any of its manufacturing of Goods, subsequent to the execution of this Agreement and such relocation requires Buyer or OEM actions such as process approval or facility qualification, Seller shall notify Buyer of the proposed relocation a minimum of twelve (12) months prior to the planned relocation.

**25. NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally, or sent by United States certified or registered mail, or sent by private overnight delivery service and by United States first class mail, addressed to Seller or Buyer, as the case may be, at the addresses set forth on the face of an Order, with postage thereon fully prepaid. The effective time of notice shall be at the time of receipt.

**26. AUTHORIZATIONS:** All authorizations of Buyer required or permitted to be given herein shall be deemed properly given only if given in writing by an authorized representative of Buyer.



**27. DISPUTES:** In the event of a dispute arising between Buyer and Seller which is not disposed of by agreement of the parties' designated representatives, Seller shall request intervention by Buyer's Senior Management. If the parties cannot agree on a dispute resolution process or otherwise resolve a dispute, the dispute shall be resolved by an action brought in, and the parties consent to the venue and jurisdiction of the United States District Court for the District of Delaware; provided, however, if the United States District Court for the District of Delaware lacks proper subject matter jurisdiction then and only then the parties consent to the venue and jurisdiction in the State Courts of the State of Delaware. In any such action between the parties, the prevailing party shall be entitled to recover (in addition to any other relief awarded or granted) its reasonable costs and expenses (including attorneys' fees) incurred in the proceeding. Seller hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that (i) Seller is not personally subject to the jurisdiction of the above-named courts, (ii) the suit, action or proceeding is brought in an inconvenient forum or (iii) the venue of the suit, action or proceeding is improper. Pending resolution of any dispute hereunder, Seller shall proceed diligently with the performance of work, including the delivery of Goods in accordance with Buyer's direction and Buyer shall continue to make payment for the delivery of such Good(s) or services in accordance with these Terms and Conditions until the dispute is resolved.. Upon resolution of the dispute, Orders shall be equitably adjusted, if necessary, to reflect such resolution.

**28. WAIVER:** No waiver by Buyer of any breach of these Terms and Conditions or the granting of an extension for performance hereunder shall be deemed to be a waiver of any other or subsequent breach.

**29. DATA:**

29.1 General:

All drawings and Specifications, whether furnished or paid for by Buyer, shall be the property of Buyer, subject to removal at any time upon demand by Buyer without additional costs, shall be used only in filling Orders from Buyer, shall be kept separate from other drawings and Specifications, and shall be identified as the property of Buyer. The information contained in reports, drawings, documents or other records which are furnished to Seller by Buyer relative to Orders, to the extent that such information is not in the public domain, shall not be disclosed to others, except to Subtier Suppliers as necessary for completion of the Orders, in which event the Subtier Suppliers shall have the same obligation of nondisclosure. Upon completion, termination, or cancellation of these Terms and Conditions or any Orders, Seller shall return all drawings and Specifications to Buyer, in the event Buyer requests return of any such items, within thirty (30) days after the effective date of completion, termination or cancellation. Any such data of Buyer retained by Seller shall remain subject to the restrictions on use, reproduction and disclosure contained within these Terms and Conditions which shall survive the cancellation, termination, or completion of these Terms and Conditions or any Orders. Seller may not disclose the existence of these Terms and Conditions or any Order(s) or the items to be supplied hereunder without Buyer's prior written consent, except to Subtier Suppliers who shall have the same responsibility.

29.2 Data Format and Language:

All data, correspondence, or any other written communication shall be provided to Buyer in English; and all weights and measurements shall be provided using United States standard weights and measurements.

### 29.3 Patents and Copyrights:

The Parties agree that any inventions, discoveries, patentable subject matter, copyrightable subject matter, mask works, or similar intellectual property (hereafter collectively referred to as "IP") conceived, invented, reduced to practice, developed, authored or otherwise created, by Seller (including without limitation employees of Seller and consultants, subcontractors or others working for or at Seller's direction or request), jointly with Buyer, are included within data, shall be owned exclusively by Buyer (hereafter "Buyer IP"). Seller further agrees to disclose in writing to Buyer, at Buyer's request, any Buyer IP not otherwise made known to Buyer and, at Buyer's request, to assist Buyer or its attorneys and other representatives in preparing and filing applications to register or issue Buyer IP including without limitations applications for copyright registration and applications for patent. Seller further agrees to make, execute and deliver or cause to be made, executed and delivered, any and all such further documents, instruments, agreements, and assurances, and take all such other actions as may be reasonably necessary or proper to carry out the terms and intent of this Paragraph, including without limitation any documents necessary or proper to evidence, record, reflect, perfect or exploit Buyer's right, title and interest to such Buyer IP. Seller further agrees not to permit any person to perform work for or at the direction or request of Seller unless such person has a written agreement with Seller consistent with the foregoing and the exclusive rights of Buyer in and to the Buyer IP.

**30. CONFIDENTIALITY:** In order to facilitate performance by Buyer and Seller under these Terms and Conditions, it is or may become necessary for Buyer and Seller to disclose to the other, information which is confidential and proprietary to the disclosing Party. Buyer and Seller shall not communicate confidential and proprietary information of the other, in any form, to any third party, without the prior written consent of the Party to which such information is confidential and proprietary and shall use their best efforts to prevent inadvertent disclosure of such information to any third party. The disclosure of information pursuant to these Terms and Conditions is subject to all applicable laws and regulations of the United States of America. Each Party shall be responsible for strict compliance with such laws and, where applicable, shall obtain import licenses, export licenses, or other governmental authorizations required for information disclosure, including, but not limited to, disclosures made within or outside a Party's facilities to foreign nationals, including foreign nationals employed by a Party. Furthermore, Buyer and Seller shall cause any of their employees to whom confidential and proprietary information is transmitted to be bound to the same obligation of confidentiality that Buyer and Seller are bound to under these Terms and Conditions. All confidential and proprietary information disclosed by Buyer and Seller to the other shall remain the property of the disclosing Party and shall be promptly returned to such Party at its request, together with any copies thereof, upon completion of the purpose for which the confidential and proprietary information was disclosed.

**31. CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision herein, Buyer shall under no circumstances be responsible for any consequential, indirect or special damages.

**32. INCORPORATED DOCUMENTS:** All documents attached to an Order are incorporated therein by reference and made a part of the Order as if fully set forth therein.

**33. ENTIRE AGREEMENT; AMENDMENTS:** These Terms and Conditions as stated herein or on the face of an Order or in any attachments thereto and incorporated therein, constitute the entire agreement between Buyer and Seller with respect to the subject matter hereof and are binding on Buyer and Seller, and their respective heirs, devisees, administrators, executors, trustees, receivers, successors, and permitted assigns. No change to these Terms and Conditions, any Order or any attachments thereto and incorporated therein shall be valid and binding on either party unless reduced to writing and signed by authorized representatives of both parties.

**34. TAXES:** Goods purchased by Orders under these Terms and Conditions are for resale, not subject to Delaware State and local sales or use tax.

**35. PRESS RELEASES:** Any use of Buyer's name, information about these Terms and Conditions in any publicity, advertising, or press or news releases requires prior written approval from Buyer's Senior Management of the respective division affected by any public release.

**36. HEADINGS:** Paragraph titles and captions contained in these Terms and conditions are for reference only and in no way define, limit, extend or describe the scope of these Terms and conditions or the intent of any of the provisions.

**37. ORDER OF PRECEDENCE:** In the event of any inconsistency among any pricing agreement incorporating these terms and conditions and any documents incorporated by reference herein, the inconsistency shall be resolved by giving precedence in the following order: (i) the pricing agreement, (ii) these Terms and Conditions (iii) the Order (iv) drawings; (v) Specifications; and (vi) any other documents incorporated by reference.