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D-30309 Rev. A

TERMS & CONDITIONS

Revision	Description	Date	Author
A	Initial Release	09/25/2026	Sabrina Terry

The terms and conditions set forth in this document constitute the only terms and conditions applicable to the purchase of Goods or Services by Kaney Aerospace. These Terms and Conditions of Purchase Order between Buyer and Seller pertaining to this order will comprise the entire agreement ("Agreement") for these Goods or Services.

1. DEFINITIONS

The following terms shall have the meanings:

- (a) "Buyer" means Kaney Aerospace, a Illinois corporation when identified on the face of the Order which is contracting with Seller for Goods or Services identified on the face of the Order.
- (b) "Seller" means the party contracting to supply the Good(s) or Services to Buyer.
- (c) "Goods" means the product supplied by Seller under this Order, including without limitations all articles, supplies, components, raw materials, and intermediate assemblies thereof.
- (d) "Party," "Parties" means Buyer and Seller individually a "Party" and collectively "Parties".

All printed copies of this document are for reference only. The official, controlled copy and document approval are electronically stored within the Kaney data repository.

NOTE: The contents of this document are proprietary to Kaney, Inc. and shall not be disclosed, disseminated, copied, duplicated, or used except for purposes authorized by contract or otherwise expressly authorized in writing by Kaney, Inc. In addition, the recipient of this data agrees to abide by the United States Export Control of Technical Data and Equipment under the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). The recipient agrees to abide by these laws and their regulations not only for export and re-export, but for disclosure to a non-U.S. person.

(e) "Order" shall mean the Agreement, Order, Subcontract, or Contract, these Purchasing Terms and

Conditions, and any special conditions appended hereto or documents incorporated herein.

(f) "Services" means the services Seller provides under this Order.

2. TERMS AND CONDITIONS AND ORDER OF PRECEDENCE

These terms shall apply to all POs issued by Buyer. Either Seller's written acknowledgement or Seller's full or partial performance under the Order, whichever occurs first, will constitute acceptance of all terms and conditions contained herein. Any acceptance of the Order is limited to acceptance of the express terms of the offer set forth in the Order. Any proposal for additional or different terms or any attempt by Seller to vary any of the terms of this offer in Seller's acceptance or acknowledgement is hereby objected to and rejected. If Buyer's Order shall be deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms set forth in this document. Notwithstanding the foregoing, the order of precedence: In the event of a conflict between these Terms and Conditions and the terms of any Order or other applicable materials or agreements, except as otherwise explicitly agreed in writing by other agreements, the order of precedence will be (i) in the case of any Order ultimately relating to a US Government contract the FAR and DFARS, (ii) the additional terms of any purchase order or purchase agreement between Buyer and Seller (iii) these Terms and Conditions (iv) project specifications and (v) project drawings.

3. PAYMENT TERMS

(a) Price; Payment. Seller will sell the Goods and/or perform the Services for the prices and fees specified on the face of the Order. Such prices and fees are fixed.

(b) Standard Payment Terms. Unless otherwise agreed to between Buyer and Seller, Seller shall submit an invoice to Buyer immediately after each shipment of Goods is made or after any Service is provided. Seller shall issue a separate invoice referring to each Order issued by Buyer. Each invoice shall describe the Goods delivered and/or the Services provided. Buyer's standard terms of settlement shall be payment of the invoiced amount within thirty (30) days of Buyer's receipt of a correct Invoice. Settlement and invoicing should be paperless, and in a format acceptable to Buyer. To establish electronic funds transfer for U.S. Sellers and wire transfer for non-U.S. Sellers, Seller shall provide banking information, on Seller's official letterhead. Payment shall be deemed to have been made as of the date of the electronic funds or wire transfer initiation. If Buyer does not make payment on time, Seller shall send Buyer written notice of such non-payment and Buyer shall have ten (10) days from receipt of such written notice to remedy the non-payment.

(c) Taxes. Unless otherwise specified, prices include all applicable federal, state and local taxes, duties, tariffs, VAT and similar fees imposed by any government, all of which shall be listed separately on the invoice. If Buyer, for any reason, pays any taxes for which Seller is responsible, Seller shall promptly reimburse Buyer for such payment.

(d) Currency. Unless otherwise specified on the face of the Order, all prices and fees shall be stated in United States Dollars.

4. DELIVERY OF GOODS or SERVICES

(a) Delivery. Unless otherwise specified on the face of the Order, the applicable shipping and delivery Incoterms will be in accordance with Article 4(b).

(b) Seller will deliver Goods FCA (Seller's facility) INCOTERMS 2020 If FCA, Buyer shall be responsible for risk of loss and insurance upon delivery of Goods. FCA does not require Buyer to inspect Goods prior to or in conjunction with delivery of Goods at Seller's facility; all rights of inspection and acceptance of Goods are reserved and will be performed at such time as Goods arrive at Buyer's facility.

(c) Time is of the essence with respect to delivery. The seller must immediately notify Buyer, in writing of any actual or potential delay of the Order. If Buyer determines, at any time or from time to time, that it is not sufficiently assured of Seller's full, timely, and continued performance hereunder, or if for any other reason Buyer has reasonable grounds for insecurity, Buyer may request, by notice to Seller, written assurance (hereinafter an "Assurance of Performance") with respect to any specific matters affecting Seller's performance hereunder, that Seller is able to perform all of the respective obligations under any Order when and as specified herein. Each Assurance of Performance shall be delivered by Seller to Buyer as promptly as possible, but in no event later than ten (10) calendar days following Buyer's request and each Assurance of Performance shall be accompanied by any information, reports, or other materials prepared by Seller as Buyer may reasonably request. Except with respect to payment of accepted Goods, Buyer may suspend all or any part of Buyer's performance hereunder until Buyer receives an Assurance of Performance from Seller satisfactory in form and substance to Buyer in its sole discretion.

(d) If Seller fails to deliver the Goods and/or Services by the delivery date set forth on the face of this Order in the quantities or of the nature specified on the face of this Order or in a statement of work attached to this Order, Buyer may immediately terminate this Order, either in whole or in part, and may refuse to accept delivery of any Goods and/or Service specified in this Order or any attached statement of work and to return, at Seller's expense, all shipped Goods to Seller. Buyer shall have the right to use expedited shipping which additional charges shall be reimbursed by Seller. In addition to paying expedited shipping charges, if any, if the Goods are not timely delivered in accordance with the delivery date, Buyer shall have the right to charge Seller liquidated damages equal to one percent (1.0%) of the Order price of the delayed Goods per day for each calendar day incurred after the delivery date until and including the date of delivery of the Goods. Such liquidated damages shall be capped at twenty-five percent (25%) of the Order price of the delayed Goods. The Parties agree that the foregoing liquidated damages are a reasonable estimate of the damages that Buyer will incur if the Goods are not timely delivered. Buyer specifically reserves the other rights it has under this Agreement and under the law including the right to terminate this Order as set forth above and the right to seek cover

damages as allowed by law. Buyer shall have the right to set off such additional shipping charges and liquidated damages against amounts Buyer owes Seller in accordance with Section 3(c).

(e) Anticipation of Delivery Schedule. Unless otherwise agreed to in writing, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet firm delivery schedules and those planned schedules that are within lead time. Unless specifically agreed to, in writing, Seller shall not deliver goods prior to the Buyer's requirement date.

5. PACKAGING, INSPECTION, ACCEPTANCE

(a) Seller shall, at all times, comply with Buyer's written shipping instructions. Seller also shall be responsible for the proper packaging of the Goods supplied in accordance with the instructions in the Order, or if none are provided, Goods shall be packaged and identified in accordance with MIL-STD-2073 and/or ANSI/ESD S20.20) to allow for safe delivery of the shipment to its destination with no damage to the contents. The packaging shall be capable of multiple handling and storage periods at a minimum of one year in enclosed facilities without damage to the product. All wood boxes, wood skids, wood filler assemblies, wood dunnage assemblies, and wood pallets must be compliant to International Standards for Phytosanitary Measures No. 15 (ISPM15). Buyer reserves the right to reject, at no cost to Buyer, any Goods damaged due to improper packing.

(b) A complete packing list shall be enclosed with all shipments. Seller shall mark containers or packages with necessary lifting, loading, and shipping information, including Buyer's Order, or contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Order number. All Goods shall strictly comply with all applicable specifications and shall be subject to inspection and test by Buyer and its customer at all times and places. If any inspection or test is made on the premises of Seller or its vendor, Seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All Goods shall be subject to inspection and acceptance by Buyer regardless of whether Buyer has pre-paid for the Goods or if the Goods have been delivered or supplied according to any Incoterms. Upon inspection, any Goods which are found to be damaged, defective, non-merchantable, of insufficient quality, missing or accompanied by inaccurate certificates, or otherwise unacceptable shall be considered to be "Nonconforming Goods". Buyer may, at its option and without limiting any of Buyer's other rights hereunder: (a) reject and return the Nonconforming Goods, in whole or in part, at Seller's sole risk and expense, for an immediate credit or refund from Seller; (b) reject and return the Nonconforming Goods to Seller, at Seller's sole risk and expense, for immediate repair or replacement; (c) accept the Nonconforming Goods at an equitable price reduction; (d) replace or correct the Nonconforming Goods and charge Seller all expenses incurred in connection with such replacement or correction; or (e) terminate all or part of this Order. If Buyer decides to return the Nonconforming Goods to Seller, Seller will send Kaney a return merchant authorization ("RMA") number within seventy-two (72) hours of Buyer's request for a RMA and if Seller fails to send the RMA, Buyer shall have the right to

return the Nonconforming Goods without an RMA and continue to exercise its rights. In the alternative to sending an RMA, Seller can ask Buyer to scrap the parts and all such costs incurred by Buyer to scrap the parts shall be borne by Seller which costs Buyer can offset against amounts Buyer owes Seller in accordance with Section 3(c). Seller shall bear all risk of loss or damage to Nonconforming Goods, including without limitation Seller's labor and material costs, overhead and general and administrative expenses. Costs for reasonably repaired Components shall be at the sole discretion of Buyer. Seller may also be asked to reimburse Buyer for its administrative expenses resulting from Nonconforming Goods or any direct damage those non-confirming/non- delivered goods result in from the Buyer's customer.

(c) Payment for Goods and/or Services delivered hereunder shall not constitute acceptance thereof, and all payments against documents shall be made with a reservation of rights by Buyer for defects in Goods and/or Services, including, without limitation, defects apparent on the face thereof.

(d) ANY GOODS REJECTED SHALL BE CONSIDERED AS 'NOT DELIVERED'.

(e) Buyer's failure to inspect the Goods shall neither relieve Seller from responsibility for such Goods which are not in accordance with the Order requirements and specifications nor impose liabilities on Buyer therefore. The inspection or test of any Goods by Buyer shall not relieve Seller from any responsibility regarding defects or other failures to meet Order requirements and specifications, which may be discovered subsequently.

6. CHANGES

(a) No amendment or modification to this Order shall be binding upon Buyer unless agreed upon in writing and signed by an authorized representative of Buyer.

(b) In the event Seller becomes aware of any ambiguity between any of the documents constituting this Order, Seller must consult Buyer for written resolution before proceeding with the Order.

(c) At any time, Buyer may request changes in the description, drawings, specifications, service requirements, quantity, time, or place of delivery, and/ or shipping and packing instructions relating to the Goods and/or Services by sending a written request to Seller. Seller shall have (2) business days from the date of receipt of such request to notify Buyer in writing whether: (i) it accepts such request without modification to delivery time and/or price of Goods and/or Services; or (ii) Seller accepts such request with a modification to delivery time and/or price of Goods and/or Services; or (iii) Seller does not accept such request. (d) If Seller advises Buyer that it accepts the modification in delivery time and/or price of Goods or Services, Seller and Buyer shall agree to an equitable adjustment in the delivery time and/or price, as applicable. In the event Seller and Buyer are unable to agree to such equitable adjustment, then Buyer may elect to either proceed with the Order un-amended or terminate the Order. (e) If Seller advises Buyer that it does not accept any or all of the requested changes within the two (2) business day period described in clause (c), then Buyer may terminate this Order. If Buyer does not terminate this Order, then this Order shall remain in full force and effect, un-amended. If Buyer

does not receive written notification from Seller within such two (2) business day period, Seller shall be deemed to have accepted the request with no modification to delivery time and/or price of Goods and/or Service.

7. STOP ORDER

Buyer may at any time and by written Order to Seller require Seller to stop all, or any part of, the Goods or Services being provided hereunder for a period not to exceed ninety (90) days ("Stop Order"). Upon receipt of the Stop Order, Seller will immediately comply with the terms of the Stop Order and will take all reasonable steps to minimize the incurrence of costs allocable to the Goods covered by the Stop Order. Within the ninety-day period, Buyer will either (i) cancel the Stop Order; or (ii) terminate the Goods covered as provided in the Termination provisions of this Order. If the Stop Order is canceled or the ninety-day period expires, Seller shall resume Goods and an equitable adjustment as to cost and/or schedule shall be made in accordance with the Changes provision.

8. RECORDS

Unless a longer period is specified in this Order or by law or regulation, Seller shall retain all records related to this Order for seven (7) years from the date of final payment received by Seller. Records related to this Order include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, Seller shall timely provide access to such records to the US Government and/or Buyer upon request.

9. QUALITY STANDARDS

(a) Seller shall implement and maintain a quality program compliant with AS9100 or ISO9001 or acceptable to Buyer for the Goods delivered under this Order. When requested, Seller shall submit to Buyer, for Buyer's approval, the quality program documentation, including Seller's procedures, instructions, practices, processes, and other documents. Seller will have the continuing obligation to immediately notify Buyer of a change or deviation from Seller's approved quality program and to notify Buyer of Goods delivered during such change or deviation.

(b) Seller agrees to use only experienced, trained, and qualified employees in the performance of its obligations under this Agreement and all Services performed must be of first-class quality and workmanship.

(c) Buyer, its customers, and its higher-level contractors, including government agencies, will have the right to audit and/or inspect Seller's and its suppliers' manufacturing facilities, processes, inspection systems, quality assurance systems, data, and equipment as may be related to the Goods furnished under this Order.

(d) Upon request, Seller shall, where applicable, submit test specimens (e.g., production method, number, storage conditions) for design approval, inspection, investigation, or auditing.

(e) Seller must have prior approval of Buyer for any change to the product configuration, including engineering design and fabrication processes for Goods covered by this Order or any previous purchase order.

(f) Seller shall ensure that all its subcontractors are provided with any and all applicable requirements, specifications, and standards required by Buyer, its customers or regulatory authorities, with respect to the Goods furnished under this Order. Buyer shall not be responsible for the performance of any subcontractors engaged by Seller including any subcontractors Seller is required to engage due to source control content set forth in any requirements, specifications, or standards provided to Seller by Buyer, its customers, or any regulatory authority.

(g) Seller shall report immediately to Buyer any known malfunctions, defects, and/or unqualified conditions.

(h) Seller shall notify Buyer of any product that does not conform to the specifications described or referenced by Buyer on this Order. Seller shall obtain approval from Buyer in regard to disposition of any such nonconforming Goods.

(i) Seller shall notify Buyer of any change in Goods, design, materials, process, suppliers, manufacturing facility location and, unless otherwise indicated, shall obtain Buyer's prior written approval of any such changes.

10. GOODS WARRANTY

Without limiting any warranties that may otherwise be associated with the Goods, including without limitation, implied warranties and warranties stated in any of Seller's documentation in favor of Buyer, Seller expressly warrants to Buyer that all Goods (a) will conform to all specifications, drawings, designs, quality control plans, and any other descriptions made available to Buyer by Seller (b) will be free from defects in design, material and workmanship (c) shall be merchantable (d) shall be fit for the intended purpose (e) will comply with all applicable laws and regulations (f) will not infringe any patent, patent application or any other intellectual property rights of any third party (g) will be free from viruses, trojan horses, worms, time bombs, self-help codes, back-doors, malware, or malicious codes or any other software code or routine designed to (i) damage, destroy, or alter any software or hardware, (ii) reveal, damage, destroy, or alter any data, (iii) disable any computer program automatically, or (iv) permit unauthorized access to software or hardware (h) will be free and clear of any and all encumbrances of whatsoever kind and nature. Goods not in compliance with this Goods Warranty clause shall be considered "Nonconforming Goods" with all the rights and remedies afforded therein. All warranties are transferrable to Buyer's ultimate end user/end customer. The foregoing warranty will be for a period of twelve (12) months from the date of delivery to Buyer or its designee; provided. However, if the Order sets forth a different time frame for the warranty period, the time frame set forth in the Order shall take precedence and control.

11. SERVICES WARRANTY

Without limiting any warranties that may otherwise be associated with the Services, including without limitation, implied warranties and warranties stated in any of Seller's documentation in favor of Buyer, Seller expressly warrants to Buyer that it shall perform the Services(a) in a professional and workmanlike manner in accordance with the highest industry standards(b) in accordance with all specifications, drawings, designs, quality control plans, and any other descriptions made available to Buyer by Seller;(c) in compliance with all applicable laws and regulations; (d) in such a manner as to not infringe upon any patent, patent application or other intellectual property rights of any third party. All warranties are transferrable to Buyer's ultimate end user/end customer.

The foregoing warranty will be for a period of twelve (12) months from the last date on which Services were provided to Buyer; provided however, if the Order sets forth a different time frame for the warranty period, the time frame set forth in the Order shall take precedence and control.

12. INDEMNIFICATION

Seller shall defend, indemnify, and hold Buyer and all of its directors, officers, employees, agents and representatives harmless from and against any and all claims, costs, damages, demands, expenses, losses, suits or proceedings, including legal fees, direct, incidental and third party damages arising out of or in connection with: (a) any claim that the Goods or Services or any part thereof, infringe any patent, copyright, trade-mark, industrial design, trade secret or other intellectual property right or any contractual right or obligation; (b) any breach by Seller of any of its representations, warranties or covenants in this Order; (c) Seller's negligence, willful misconduct, or breach of the terms of this Order; (d) any violation by Seller, or its employees or subcontractors of any applicable governmental laws, rules, ordinances or regulations; (e) any claim by or on behalf of Seller's employees or subcontractors for salary, wages, benefits or other compensation, as well as any fines, penalties and interest for or by reason of or in any way arising out of Seller's failure to deduct, withhold, or contribute any amount in respect of withholdings, premiums, contributions or payments for which Seller is responsible in respect of its employees or subcontractors; and (f) any breach of Section 25 (Confidentiality) except to the extent any of such liability results from Buyer's sole negligence. Buyer shall not enter into any settlement agreement that contains any admission of liability on the part of Seller.

13. TERMINATION

(a) Convenience. Buyer shall have the right, at any time, upon written notice to Seller, to terminate all or any portion of the Goods ordered under this Order. Upon receipt of notice to terminate, Seller shall discontinue all work under this Order in accordance with the conditions as stated in the notice. Buyer shall reimburse Seller for work performed and reasonable, proven direct costs incurred up to the effective date of termination. No profit shall be allowed. Within 30 days of the termination notice, Seller must submit a claim, with supporting documentation, for direct costs incurred. Failure to submit a timely claim will result in waiver of the claim.

(b) Default. Buyer may (a) by written notice of default to Seller, terminate the whole or any part of any Order in any one of the following circumstances: (i) if Seller fails to perform or deliver the

Goods or Services within the time specified in the Order or any extension Buyer grants thereof; or (ii) if Seller fails to perform any of the other provisions of any Order, or so fails to make progress as to endanger performance of any Order in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of fifteen (15) calendar days after receipt of Buyer's notice or such longer period as Buyer may authorize in writing; or (iii) if Seller becomes insolvent or generally does not pay its debts as they become due or any insolvency, receivership, reorganization, or bankruptcy proceedings are commenced by or against Seller or Seller suspends or ceases to carry on all or a substantial part of its operations and in this circumstance Buyer may terminate immediately with no Seller right of cure and (b) upon such termination, procure Goods or Services similar to those terminated, in which case Seller shall be liable for all cost of cover incurred by Buyer. In the event of partial termination, Seller shall continue performance of such Order to the extent not terminated. As an alternate remedy, and in lieu of termination for default, Buyer, at its sole discretion, may elect to (1) extend the schedule; and/or (2) waive deficiencies in Seller's performance, in which case an equitable reduction in the Order price shall be negotiated. The rights and remedies of Buyer provided in this Order shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity or under any Buyer Order. In the event Buyer wrongfully terminates this Order for default, in whole or in part, such termination becomes a termination for convenience under this Article.

14. CONTINUITY OF SUPPLY

a. In the event Kaney terminates this Contract for default, or in the event of an excusable delay, or Supplier assigns this Contract without Kaney's prior written approval, Supplier will, within 20 days following Supplier's receipt of Kaney's Notice exercising its rights under this article, provide to Kaney all of Supplier's Confidential Information, drawings, plans, manufacturing data, and software (in source code and object code form) that is not commercially available off the shelf that Supplier specifically produced or acquired for the Goods, Deliverables, or materials, covered by this Contract.

b. If Kaney exercises its right under this provision in the event of an excusable delay then the Parties may negotiate a commercially reasonable cost and/or license fee for Supplier's Confidential Information, drawings, plans, manufacturing data, and software (in source code and object code form) that is not commercially available off the shelf that Supplier specifically produced or acquired for the Goods, Deliverables, or materials, covered by this Contract.

15. FORCE MAJEURE

Neither Buyer nor Seller shall be in default of the Order for any delay or failure to perform due to acts of government, court Order, civil unrest, sabotage, adverse weather conditions, fire, force of nature, utility failure, or other similar act or event beyond the parties' reasonable control and without the parties' fault or negligence. The party claiming relief herein shall give

prompt notice to the other party, together with all necessary information with respect to the circumstances. Notwithstanding the above, Buyer may, by notice in writing, terminate any Order without liability if the actual delivery date will or is likely to extend beyond the scheduled delivery date by more thirty (30) calendar days.

16. WORK PERFORMED ON BUYER'S PREMISES

If Seller's work under this Order involves operations by Seller on the premises of Buyer or Buyer's customer or access to Buyer's systems or its computers, then:

(a) Seller shall comply with all of Buyer's safety and security procedures and shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work. As permitted by applicable law, Buyer reserves the right to deny any of Seller's employees, agents or subcontractors' access to its or its customer's premises and/or systems for any reason in Buyer's sole discretion.

(b) Seller represents and warrants that it will use reasonable endeavors to ensure that all of its employees who will perform work under this Order on Buyer's or its customer's premises are free from illegal drugs. If Seller has reason to suspect that any employee performing work under this Order on Buyer's or its customer's premises is using illegal drugs, Seller agrees to take immediate steps to remove such employee from Buyer's or its customer's premises and ensure that the employee does not continue to perform work under this Order. The term "illegal drugs" does not include the use of a controlled substance pursuant to a valid prescription. The prescription medication must not prevent the employee from performing competent and safe work.

16. COUNTERFEIT GOODS

The following definitions apply to this Section:

(a) "Counterfeit Goods" means Goods that are or contain unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Goods represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

(b) "Suspect Counterfeit Goods" means Goods for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Goods are authentic.

(c) "Obsolete Items" means any part, component, subcomponent, or other deliverable hereunder, that is no longer in production by the OCM/OEM or an aftermarket manufacturer that has been provided express written authorization from the current design activity or original manufacturer.

(d) Seller shall not deliver Counterfeit Goods, Suspect Counterfeit Goods, or Obsolete Items to Buyer under this Order. Seller shall immediately notify Buyer with the pertinent facts if Seller

becomes aware that it has delivered Counterfeit Goods, Suspect Counterfeit Goods, or Obsolete Items.

(e) Seller shall only purchase products to be delivered or incorporated as Goods to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain or other source with the express written authority of the OCM/OEM. Seller may only use another source if (i) the foregoing sources are unavailable, (ii) Seller's inspection and other counterfeit detection and avoidance risk mitigation processes will be employed to ensure the authenticity of the Goods, and (iii) Seller obtains the advance written approval of Buyer.

(f) Seller shall maintain an adequate counterfeit detection and avoidance risk mitigation process in accordance with industry recognized standards and with any other specific requirements identified in this Order.

(g) In the event that Goods delivered under this Contract constitute or include Counterfeit Goods, Suspect Counterfeit Goods, or Obsolete Items, Seller will, at its sole expense, promptly replace such with genuine Goods conforming to the requirements of this Order. Notwithstanding any other provision in this Order, Seller shall be liable for all costs relating to the remediation of Counterfeit Goods, Suspect Counterfeit Goods, or Obsolete Items.

17. INTELLECTUAL PROPERTY

(a) Except as specifically set forth in writing and signed by both parties, Buyer shall retain control and ownership of all ideas, discovery, inventions, improvements, designs and processes, and other intellectual property owned, controlled, or possessed by Buyer prior to the issuance of this Order. All Proprietary Data, tools, drawings, schematics, and other intellectual property owned by Seller at the commencement of performance hereunder, shall remain the property of Seller.

(b) Buyer hereby grants Seller a limited, revocable, paid-up license to use the drawings, specifications, and other data and intellectual property (collectively, "Data") furnished to Seller hereunder for the sole purpose of Seller's performance under this Order. All Data is the property of Buyer, whether or not it is marked with a restrictive legend, and shall not be used, disclosed to others, or reproduced for any other purpose without the prior written consent of Buyer; provided, however, Seller may provide Data hereunder to Seller's contractors for the sole purpose of enabling Seller's contractors to assist Seller in performing this Order. This license is non-assignable and this license is terminable with or without cause by Buyer at any time.

18. CONFIDENTIALITY

Seller agrees to treat as strictly confidential all provisions of this Order and any information provided as a result of this Order including, without limitation, all drawings, specifications, schematics, and formulas ('Confidential Information'). Confidential Information will not be disclosed to any person, corporation, or third party ("recipient"), other than to employees of Seller who have a need to know for the performance of Seller's obligation hereunder, without the prior written consent of Buyer. Consent shall not be withheld in the case of disclosure

required for an investigation by a governmental authority or other mandatory legal process. Seller further agrees not to use Confidential Information to independently develop, reverse engineer, or produce a product which is similar to or imitates products which are the subject of the Confidential Information, or otherwise use Confidential Information for its own benefit or the benefit of another. Notwithstanding any document marking to the contrary, any knowledge or information which Seller shall have disclosed or may hereafter disclose to Buyer incident to the placing and filling of any Order shall not, be deemed to be confidential or proprietary information and accordingly shall be acquired free from any restriction on use or disclosure.

19. GOVERNING LAW, JURISDICTION and VENUE

This Order shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard to any conflicts of law provisions or rules. The Parties shall attempt to resolve amicably any controversy, dispute, or difference arising out of this Order, failing which all controversies, disputes, and differences will be resolved via binding arbitration to be conducted by American Arbitration Association in accordance with its Commercial Arbitration Rules and Mediation Procedures. The Parties agree to accept the arbitration decision as final and binding and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be held Rockford, Illinois. The Parties expressly agree that the United Nations Convention for the International Sale of Goods will not apply to this Agreement and is hereby expressed waived from such application. The rights and remedies of Buyer hereunder are cumulative and in addition to any other rights and remedies provided by law or in equity.

20. MISCELLANEOUS

(a) English Language. Except as the parties may otherwise agree, this Order, data, notices, shipping invoices, correspondence, and other writings shall be written in the English language. In the event of any inconsistency between any terms of this Order and any translation thereof into another language, the English language meaning shall control.

(b) Releases and Publicity. No public release of information regarding this Order shall be made without the prior written approval of Buyer.

(c) Compliance. Seller represents warrants, and covenants that it shall supply all Goods and perform all Services in compliance with all applicable federal, provincial, international, national, state, and local laws, including, but not limited to, those related to anti-bribery, labor, environmental, and health and safety. Seller represents and agrees that it has not

participated in and shall not participate in any conduct in connection with this Order that violates any applicable anti-bribery and anti-corruption laws. Seller shall, upon Buyer's request, submit Seller's current code of business ethics and other ethics policies to Buyer for review. Seller shall immediately notify Buyer if Seller determines that it is in violation of Seller's code of conduct and ethical policies. Seller shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a supplier to Buyer.

(d) Slavery/ Human Trafficking. Seller warrants that it has adequate controls in place to ensure the prevention of slavery, human trafficking, child labor, and forced labor. Seller further warrants that in the performance of this Order it will comply with all applicable laws and regulations, including without limitation the Modern Slavery Act of 2015, relating to the prevention of slavery, human trafficking, child labor, forced labor, and the ethical treatment of people. Buyer reserves the right to audit Seller's compliance with this clause (d).

(e) Government Contracts. For purchase orders placed by Buyer in support of and/or relating to a U.S. Government contract or subcontract, as identified on the Order, any Federal Acquisition Regulations (FAR) or Department of Defense FAR Supplement (DFARS), or NASA FAR Supplement (NFS) (collectively, "FAR Clauses") required to be included in this Order by applicable law, prime contract, or higher-tier subcontract are incorporated by reference as if set forth herein. In the event that Buyer's prime contract or higher-tier subcontract is modified subsequent to the date Buyer issues this Order, so as to modify or add any clause or requirement, Seller agrees to enter into a modification of this Order to insert such clause or requirements. If any such additional clause or requirement causes an increase or decrease in the cost of, or the time required, for the performance of any part of the work or Services under this Order, an equitable adjustment shall be made in the Order price or delivery schedule or both pursuant to Section 2, Terms and Conditions. References to the terms "Government" and "Contractor" contained in the FAR Clauses shall be deemed revised to mean Buyer and Seller, respectively. Seller agrees to flow down all applicable FAR Clauses to its subcontractors and suppliers(i) Severability and Interpretation. Each provision of this Order is severable from the other. In the event that any such provision is declared by a court of competent jurisdiction to be unenforceable, the validity of the remainder of the Order shall not be affected. Headings in this Order are for the purpose of convenience only and shall not be used in the interpretation of any part of this Order. In this Order, the use of the singular includes the plural and vice versa and the use of any one gender includes all genders. (U) Obsolescence. If Seller determines that it is no longer going to produce or make Goods in the future beyond the delivery requirements of this Order, it shall immediately inform Buyer of the anticipated date on which Goods will no longer be available so that Buyer may purchase additional Goods for its inventory. Seller shall also inform Buyer if it plans to replace obsolete Goods with similar conforming goods and when the anticipated transition is expected to occur. Buyer shall not be under any obligation to purchase any additional goods from seller.