



Terms and Conditions of Purchase

Revision: 2 (30 June 2018)

1. DEFINITIONS

Words, as employed within this document, will have their normally accepted meaning. The following terms shall have the described meanings:

- a. "Purchase Order", "Order", "Contract" or "Agreement" means this Order, including change notices, supplements or amendments thereto, including where the context indicates that a particular Order document or other particular document is being referred to.
- b. "Seller", "Subcontractor" or "Contractor" means the person, firm or entity undertaking to perform the work and providing any Goods and/or Services pursuant to the Order.
- c. "Buyer" means Diamond Antenna and Microwave Corporation, or a subsidiary, division, successor, or assign of Diamond, or other entity issuing the Order.
- d. "Goods" means goods, supplies, or items that include, but are not limited to, those parts and/or descriptions specified, listed, mentioned, scheduled or implied within the Order.
- e. "Services" means any effort provided by Seller incidental to the sale of Goods by Seller under the Order including, without limitation, installation, repair and maintenance Services. The term shall also include, without limitation, any effort specifically required by the Order, including all associated design, engineering, repair, maintenance, technical, training, construction, consulting, professional, or other services.
- f. "Counterfeit Good(s)" means a part that is a copy or substitute without legal right or authority to do so or one whose material, performance, or characteristics are knowingly misrepresented by a supplier at any level in the supply chain.

2. PURCHASE ORDER

- a. The Order shall be deemed to be accepted by the Seller upon Seller's acknowledgment and acceptance of the Order or by shipment of Goods or commencement of any performance herein. By acceptance of the Order, Seller agrees to comply with all terms and conditions and specifications in the Purchase Order documents, including those contained in all documents incorporated into the Order or any other Contract document by reference. The terms set forth herein, and in those documents referenced herein, constitute the entire agreement between the parties and supersede all previous verbal or written representations, agreements and conditions. Unless expressly accepted by Buyer in writing, additional or differing terms or conditions proposed by Seller or included within Seller's acknowledgement are objected to by Buyer and have no effect.
- b. Any conflicts within Order documents shall be resolved in accordance with the following descending order of precedence: (i) Purchase Order document; (ii) Special Terms and Conditions, including any applicable supplementary provisions; (iii) these Terms and Conditions of Purchase (including required FAR and DFARS flowdowns); (iv) Statement of Work; (v) Specifications; and, (vi) Drawings. The Order price is firm fixed price, unless expressly indicated to the contrary elsewhere in the Order.

3. DELIVERY

Time is of the essence for this Purchase Order. Seller will make deliveries strictly in accordance with the delivery schedule. Whenever it appears Seller will not meet the delivery schedule, Seller shall immediately notify Buyer of the possible delay, cause, and proposed recovery schedule. Seller shall make every effort to avoid or minimize the delay to the maximum extent possible including the expenditure of premium time and most expeditious

transportation. Any additional cost caused by these requirements or by Seller's delay shall be borne by Seller.

Buyer reserves the right, at its sole discretion, to return, or delay payment, for any Goods which are received fifteen (15) days early to the terms of the Order. Seller shall be liable for all storage/handling charges incurred as a result of over-shipments and early shipments.

If so identified or communicated to Seller, that the Order is a "rated order" certified for national defense, emergency preparedness, and energy program use, Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

4. RISK OF LOSS

Notwithstanding any agreement to pay freight or other transportation charges, the risk of loss or damage of Goods shall remain with Seller until receipt by Buyer.

5. PRICE WARRANTY

Seller warrants that the prices for the Goods sold or Services provided to Buyer within the Order are not more than those currently extended to any Seller customer for the same or similar Goods or Services in similar quantities. In the event Seller reduces its price for such Goods or Services during the term of this order, Seller agrees to reduce the prices hereof correspondingly.

6. RECORD RETENTION

Seller shall ensure records are complete and made available to Buyer during performance of this Order and for as long afterward as required by this Order or applicable laws and regulations, but in no event shall such period expire prior to seven (7) years after final payment. 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.

7. DRAWING APPROVAL/INSPECTIONS/ACCEPTANCE

When stated within the Order, or as otherwise provided, the Seller will submit to Buyer schedules, drawings and specifications for review and approval. Buyer and its customers may evaluate material, work in progress and Goods and/or Services at all reasonable times and places, Seller without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the inspectors in performing their duties. Such reviews and evaluations shall be conducted in a manner that will not unduly delay work under the Order.

Further, it is recognized that despite such reviews and evaluations, Seller controls the day-to-day production, delivery and associated documentation of its work, and therefore, Buyer's right of review, whether exercised or not, does not release Seller of any of its obligations of testing, inspection, quality control and associated documentation.

All Goods furnished hereunder shall be subject to inspection by Buyer, or Buyer's representative, at destination notwithstanding any previous source inspection. The performance of any review or evaluation in no way relieves the Seller of its obligation to furnish all Goods in strict accordance with the terms and provisions of the Order. Payment or receipt thereof shall not be deemed a waiver of inspection or the right to reject Goods and seek damages.



Terms and Conditions of Purchase

Revision: 2 (30 June 2018)

8. QUALITY ASSURANCE

Seller shall establish and maintain a quality management system acceptable to Buyer for the Goods purchased under the Order. Seller shall permit Buyer to review procedures, practices, processes and related documents to determine such acceptability. Seller shall have a continuing obligation to promptly notify Buyer of any violation of or deviation from Seller's approved inspection/quality management system and to advise Buyer of the quantity and specific identity of any Goods delivered to Buyer during the period of any such violation or deviation.

The Supplier's equipment calibration system shall comply to the requirements of ISO 17025, Z540, ISO 10012 and MIL-STD-45662A, as applicable.

9. CHANGE NOTIFICATION

Seller shall notify the Buyer of changes in Product, process, suppliers, and manufacturing locations, and where required by this Order, obtain Buyer approval beforehand.

10. PARTS OBSOLESCENCE

When Seller has knowledge that any material to be provided in performance of this purchase order is obsolete, is marked for impending obsolescence, or has an established end of production date, Seller shall immediately give initial notice thereof, including all relevant information with respect thereto, to Buyer. Such notice shall include, but not be limited to (1) complete details of which parts are affected; (2) date of obsolescence; (3) end of production date; (4) reason for obsolescence; (5) pricing and availability of last-time buy; (6) supportability terms (repair and warranty) for last-time buy; and (7) Seller's recommendation for replacement hardware inclusive of known impacts to performance, reliability, pricing, availability, and lead time. Seller's initial notifications of obsolescence shall be made through the end of the contracted warranty period for the Goods provided under the Order.

11. NONCONFORMING PRODUCT

Seller shall notify the Buyer of any nonconformances within the Goods and must obtain Buyer's written approval of any "use as is", or "repair" dispositions prior to receipt of the Goods by Buyer.

12. ORDER MODIFICATIONS

- a. Buyer may, at any time and without notice to sureties, and in writing, make changes within the general scope of the Order, including, but not limited to, any of the following: (i) technical requirements and descriptions, specifications, statement of work, drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; and (iv) reasonable adjustments in quantities or delivery schedules, or both. Seller shall promptly comply with such direction.
- b. If any change under this clause causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in price or delivery schedule, or both, and the Order shall be modified in writing accordingly. Any claim by Seller for adjustment, (i) shall be submitted to Buyer's purchasing department within twenty (20) days of the notice of change, provided, however, that Buyer may in its discretion consider any such submission regardless of when provided, except that no claim for equitable adjustment hereunder shall be allowed if it is submitted after

final payment of the Order; and (ii) will not include material, labor or production costs or charges that are unreasonable, excessive or inconsistent with the minimum needs required to meet the delivery requirements of the Order. Failure of the Parties to agree upon an adjustment shall not excuse the Seller from performing in accordance with Buyer's direction.

13. PAYMENTS/INVOICES

The prices set forth in this Order shall include all applicable taxes, duties, and charges for packing loading, shipping and insurance. Buyer may withhold payment to such extent as may be necessary to secure Buyer from loss based on a reasonable belief that (1) the work will not fulfill the Order's requirements; (2) liens or encumbrances will be filed; or (3) there was a breach by Seller of any provisions of the Order. Discount, if applicable, or due date will be calculated from the receipt of a proper invoice or the receipt of properly completed Goods, whichever is later.

14. WARRANTY

Seller warrants that for a period of eighteen (18) months from Buyer's acceptance, all Goods and Services furnished hereunder will be (i) free from defects in material and workmanship; (ii) in compliance with all requirements of the Order; (iii) to the extent such Goods are not furnished pursuant to detailed designs provided by Buyer, free from defects in design or specification; and (iv) free of all liens and encumbrances. If any Goods fail to comply in any respect to the warranty set forth above, Seller, at Buyer's option, shall promptly repair or replace the Goods or Services. Transportation of replacement Goods and return of any nonconforming Goods shall be at Seller's expense. If repair or replacement is not timely, Buyer may elect to return, repair, replace, or re-procure the nonconforming Goods or Services and Seller agrees to promptly reimburse Buyer for the cost of doing so. All warranties shall run to Buyer and its customers.

15. INDEMNITY

Seller shall indemnify, defend, and hold harmless the Buyer, its officers, directors, employees, agents and successors and assigns ("Indemnified Person(s)") from and against all costs, losses, expenses, damages, claims, suits, or any liability whatsoever (including attorneys' fees), arising out of or in connection with the work to be performed hereunder, or the Goods or Services to be sold hereunder, or any act or omission of Seller, its agents, employees, or subcontractors, except to any extent otherwise expressly provided for elsewhere within this Order. Seller also agrees to indemnify, defend, and hold harmless the Indemnitees from and against all costs, losses, expenses, damages, claims, suits, or any liability whatsoever (including attorneys' fees), arising out of or in connection with Seller's violation of any applicable laws, executive order or regulation. Buyer will inform Seller of any claim, demand or suit asserted or instituted against it and, to the extent of Buyer's ability to do so, permit Seller to defend the same or make settlement in respect thereof. If Seller fails to indemnify, defend, and hold harmless Buyer as provided in this clause, then Seller shall pay for any damages, attorney's fees, and any other fees, costs, and expenses that may be incurred by Buyer in the defense of any action related to this Order and/or in the prosecution of any action to enforce the provisions of this clause.

16. CONFIDENTIALITY

Both Parties agree that they and their employees shall treat as confidential and not use or disclose to others during or subsequent



Terms and Conditions of Purchase

Revision: 2 (30 June 2018)

to the term of this Order any information received from the other Party which has been so designated as "Confidential" or "Proprietary". The rights and obligations of the Parties shall, where appropriate, be set forth in a Bi-lateral Non-Disclosure Agreement executed between the Parties.

17. RELEASE OF INFORMATION AND ADVERTISING.

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to the Order or the subject matter hereof, will be made by Seller without the prior written approval of Buyer. Additionally, Seller shall not use the name "DIAMOND" or in any other way identify Buyer in any advertisement, display, news release, or other public disclosure without Buyer's prior written consent.

18. CUSTOMER COMMUNICATION

Except as required by law, Seller shall not communicate with the Buyer's customer, or any higher tier customers, with respect to this Order or any Goods or Services provided hereunder or related thereto, without prior approval of the Buyer. Seller shall promptly notify Buyer of any communications initiated by the Buyer's customer or any higher tier customers that affects this Order or any Goods or Services related thereto.

19. PATENTS/TRADEMARKS/COPYRIGHTS

Seller warrants that Buyer's use or sale of the Work, in the form in which furnished to Buyer, will not infringe any valid United States or foreign patents, trademarks, or copyrights. Seller agrees to (1) upon Buyer's request promptly defend at his expense any claims or suits that may be brought against Buyer for infringement by any reason of Buyer's use or sale of the Goods or Services; (2) endeavor, wherever possible, to take what actions are necessary to make the Goods or Services un infringing; and (3) indemnify and save Buyer harmless against all liability, judgments, decrees, losses, damages, costs, and expenses recovered against or sustained by Buyer as a result of any such actual or alleged infringement.

20. INTELLECTUAL PROPERTY RIGHTS

- a. All technical work product, including inventions (whether patented or not), information, data, documents, drawings, software, software documentation, designs, specifications and processes produced by or for Seller, either alone or with others, using funds paid by Buyer under the Order will be the exclusive property of Buyer and will be delivered to Buyer promptly upon request.
- b. All inventions conceived, developed or first reduced to practice by or for Seller, either alone or with others, using funds paid by Buyer under the Order, and any patents based on any such inventions will be the exclusive property of Buyer. Seller will (i) promptly disclose all such inventions to Buyer in writing and (ii) execute all papers, cooperate with Buyer and perform all acts necessary in connection with the filing, prosecution or assignment of related patents or patent applications on behalf of Buyer.
- c. All works of authorship, including documents, drawings, software, software documentation, photographs, videotapes, sound recordings and images, created by or for Seller using funds paid by Buyer under the Order, together with all copyrights subsisting therein, will be the sole property of Buyer. To the extent permitted under United States copyright law, all such works will be works made for hire, with the copyrights therein vesting in Buyer.

- d. Seller grants to Buyer, and to Buyer's subcontractors and customers in connection with work being performed for Buyer, an irrevocable, nonexclusive, paid-up, worldwide license under any patents, copyrights, industrial designs and mask works owned or controlled by Seller at any time and existing prior to or during the term of the Order, but only to the extent that such patents or copyrights would otherwise interfere with Buyer's or Buyer's subcontractors', suppliers' or customers' use or enjoyment of the goods being delivered under the Order or the work product, inventions or works of authorship belonging to Buyer under this Order. Neither Party's property shall be used, disclosed to others or reproduced for any purpose, including, but not limited to, (1) the design, manufacture, or repair of parts, or to obtain U.S. Federal Aviation Administration ("FAA") and European Aviation Safety Agent ("EASA") or any other governmental approval to do so; or (2) to provide any part by sale or otherwise, to any person or entity other than the other Buyer or Seller.

21. INSURANCE

Without limiting Seller's duty to hold harmless and indemnify Buyer, Seller agrees to secure and maintain insurance adequate to cover the value of the Buyer's materials and all tools, equipment, special or otherwise, in which Buyer has any interest and which remain in the possession and control of the Seller, and the obligations and liabilities assumed hereunder with respect to all Goods and Services to be delivered or performed under the Order.

During the entire Order period Seller and its subcontractors shall, at their sole cost own expense, procure and maintain those appropriate insurance coverages, and adequate coverage limits, as required by law or regulation, or the laws if the State in which the efforts supporting this Order take place – such as, but not limited to Worker's Compensation Insurance, Employer Liability Insurance, Commercial General and Automobile Liability Insurance, along with any additional insurance types and limits which may be necessary if performance involves extra hazardous operations, etc.

22. ASSIGNMENT

Seller shall not assign, subcontract, or delegate this Contract, in whole or in part, without the written consent of Buyer (such consent shall not be unreasonably withheld) and any such assignment or delegation without Buyer's consent shall be void. Seller shall not be relieved of any of the obligations under this Contract notwithstanding any such written consent by Buyer.

23. SUBCONTRACTING

Seller agrees to obtain Buyer's written approval before subcontracting the Order or any substantial portion of the Order. However, this requirement will not apply to the purchase of standard commercial supplies or services, or raw materials on which Seller will perform further work.

Seller will not conduct business transactions with anyone identified on the "Denied Persons List" published by the U.S. Department of Commerce, "Denied Parties List" published by the Department of State, and the "Specially Designated Nationals List" published by the U.S. Department of Treasury, Foreign Assets Control. This requirement will be flowed down on any Seller Subcontracts.

24. TERMINATION FOR CONVENIENCE



Terms and Conditions of Purchase

Revision: 2 (30 June 2018)

Buyer may, at any time by written notice to Seller, terminate all or any part of this Order for Buyer's convenience, in which event Seller agrees to stop work immediately as to the terminated portion of this Order and to notify subcontractor(s) to stop work, and protect and preserve property in its possession in which Buyer has an interest. If this Order is terminated, in whole or in part, for Buyer's convenience, Seller shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the reasonable cost of Seller's actual performance of work under this Order to the effective date of termination, plus a reasonable profit thereon provided that no amount shall be paid to Seller for (i) any anticipatory profits related to Work under this Order not yet performed; or (ii) costs incurred due to Seller's failure to terminate Goods or Services as ordered reasonably after the effective date of termination; or (iii) material, labor or production costs or charges that are unreasonable, excessive or inconsistent with the minimum needs required to meet the delivery requirements of the Order. Buyer shall have no obligation to make any of the aforementioned payments to Seller, either for completed Goods or in connection with terminated work in process, unless Seller shall establish to Buyer's satisfaction that such are unusable in connection with Seller's other business. In no event shall the termination charges and all previous payments made under this Order exceed the total Order value shown on the face of this Order. Seller shall submit to Buyer all claims resulting from such termination within twenty (20) days after Seller's receipt of Buyer's notice of termination. Buyer shall have, upon reasonable advanced notice, the right to inspect Seller's records, facilities, work, and materials relating to performance of the Order for purposes of evaluating Seller's claim.

25. TERMINATION FOR DEFAULT

Buyer may, by written notice to Seller, cancel all or part of the Order: (i) if Seller fails to deliver the conforming goods within the time specified by the Order, or any written extension thereof; or (ii) if Seller fails to perform any other provision of the Order or fails to make progress, so as to endanger performance of the Order; or (iii) in the event of Seller's bankruptcy, suspension of business, insolvency, appointment of a receiver for Seller's property or business, or any assignment, reorganization or arrangement by Seller for the benefit of its creditors. If within five (5) days after receipt of notice from Buyer specifying the failure, Seller can cure the failure or provide Buyer with a written detailed plan adequate to cure the failure and is acceptable to Buyer, the action will be suspended pending successful cure by Seller. Seller shall continue work not cancelled. If Buyer cancels all or part of this Purchase Order, Seller shall be liable for Buyer's excess re-procurement costs.

Buyer may require Seller to transfer title and deliver to Buyer in the manner and to the extent directed by Buyer (1) any completed Goods, and (2) such partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and order rights, (collectively called "Manufacturing Materials") as Seller has produced or acquired for the performance of the Order, including the assignment to Buyer of Seller's subcontracts; and Seller shall protect and preserve property in possession of Seller in which Buyer has an interest. Payment for completed Goods delivered to and accepted by Buyer shall be at the Order price. Payment for manufacturing materials delivered to and accepted by Buyer, and for the protection and preservation of property shall be at a price determined in the same manner as provided in "Termination for Convenience" hereof, except that Seller shall not be entitled to profit. Buyer may withhold from Seller monies otherwise due Seller for completed Goods and/or manufacturing materials in such amounts as Buyer determines necessary to

protect Buyer interest against loss due to outstanding liens or claims against said Goods.

26. SUSPENSION

Buyer may, by written notice, suspend all or part of the work to be performed under this Order for a period not to exceed one hundred (100) days. Within such period of any suspension of work, Buyer may: (i) cancel the suspension of work; (ii) terminate the Order in accordance with the "Termination for Convenience" clause; (iii) terminate the Order in accordance with the "Termination for Default" clause, if applicable; or (iv) extend the stop work for a period not to exceed an additional one hundred (100) days. Seller shall resume work whenever a suspension is canceled. Buyer and Seller shall negotiate an equitable adjustment in the price or schedule or both if: (i) this Order is not canceled or terminated, (ii) the suspension results in a change in Seller's cost of performance or ability to meet the Order delivery schedule, and (iii) the Seller submits a claim for adjustment within ten (10) days, or such other time as Buyer may allow, after the suspension is canceled.

27. SURVIVAL OF OBLIGATIONS

Seller agrees that payment, termination, suspensions, delays, interruptions, or acceptance of completed Work shall not terminate his obligations under Paragraphs 6, 7, 9, 10, 14, 15, 16, 17, 18, 19, 21, 28, 30, 31, 35, 37 and 38 hereof.

28. COMPLIANCE WITH LAW

Seller shall comply with all applicable federal, state and local laws, executive orders, international agreements, rules and regulations in the performance of the Order; and shall perform all obligations in compliance with all applicable Federal, State, and local environmental, health, and safety laws and regulations; and warrants that the supplies and services furnished under the Order will be produced in compliance with all applicable requirements of all applicable laws and regulations including but not limited to the U.S. Fair Labor Standards Act. The validity, interpretation, and performance of the Order shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

29. ENTIRE AGREEMENT

This Order is the final, complete, and exclusive statement of the agreement between Seller and Buyer. No terms, conditions, understandings, usage of the trade, courses of dealing, or agreements purporting to modify, vary, explain or supplement this Order shall be binding unless and until hereafter made in writing and signed by Seller and Buyer.

30. DISPUTES

Any dispute that arises under or is related to the Order that cannot be settled by mutual agreement of the Parties may be decided by a court of competent jurisdiction in the Commonwealth of Massachusetts. To the maximum extent permitted by law, the Parties waive any right to a jury trial. Pending final resolution of any dispute, Seller will diligently proceed with performance of the Order as directed by Buyer.

31. INDEPENDENT CONTRACTOR RELATIONSHIP



Terms and Conditions of Purchase

Revision: 2 (30 June 2018)

Seller is an independent contractor in all its operations and activities hereunder. The employees used by Seller to perform work under the Order shall be Seller's employees exclusively without any relation whatsoever to Buyer. Both Parties shall be responsible for and hold harmless the other Party and its customers and suppliers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of the offending Party, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Order.

32. LIMITATIONS AND EXCLUSIONS OF LIABILITY

SELLER WAIVES AND SHALL NOT BE ENTITLED TO DAMAGES IN EXCESS OF THE PRICE ALLOCABLE TO THE ORDER RESULTING IN THE LOSS OR DAMAGE CLAIMED.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, INDIRECT, PUNITIVE, SPECIAL OR EXEMPLARY LOSS, DAMAGES, OR PENALTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS REVENUE, LOST PROFITS, LOST PRODUCTION, DOWNTIME, LOST SAVINGS, LOSS OF GOODWILL, OR ANY OTHER FORM OF DAMAGES, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, FORESEEABLE OR NOT.

33. BUYER PROPERTY

Title to all property furnished to Seller by Buyer, or paid for by Buyer, shall remain with Buyer. Seller shall not alter or use such property for any purpose or for any other party other than that specified by Buyer, without the prior written consent of Buyer.

Seller shall assume the risk of, and be responsible for, any loss, theft, destruction of or damage to Buyer property while in Seller's possession or control. If Seller damages any property, Seller shall be responsible for making repairs at no cost to Buyer. Upon Buyer's written request to Seller for any property under this clause, if Seller cannot locate Buyer property within five (5) days, Seller shall notify Buyer that the item was not located and the property shall be deemed "lost" and at Buyer's election, Seller shall either reimburse Buyer for the replacement and all related costs (including delay) or remake the lost property at no cost to Buyer. Seller shall return all such property in a condition as good as when received except for reasonable wear and tear. Seller shall establish and maintain a property control system approved by Buyer.

34. ANTI-CORRUPTION COMPLIANCE

Seller warrants that (i) it has not offered or given and will not offer or give any gratuity to induce any person or entity to enter into, execute, or perform the Order or any other agreement; or (ii) all of its actions are consistent with applicable social and ethical standards and generally acceptable business practices. Any breach of this warranty shall be a material breach of this and any other agreement between Buyer and Seller and shall entitle Buyer to terminate the Order immediately without compensation to Buyer, in addition to the exercise of any other rights or remedies provided to Buyer by law.

35. EXPORT AND IMPORT COMPLIANCE

Export Compliance

Performance of this Order may involve the use of or access to articles, Technical Data or software that is subject to export controls under 22 U.S.C. 2751-2799 (Arms Export Control Act) and 22 C.F.R. 120-130 (ITAR) or 50 U.S.C. 2401-2420 (Export Administration Act of 1979, as amended), 50 U.S.C. 1701-1706 (International Emergency Economic Powers Act, as amended), and 15 C.F.R. 730-774 (EAR) and their successor and supplemental laws and regulations (collectively hereinafter referred to as the "Export Regulations"). Seller shall comply with any and all Export Regulations, and any license(s) issued there under.

If Seller is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Seller represents that it is registered with the U.S. Department of State's Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export and import compliance program in accordance with the ITAR.

If Seller is a U.S. entity, Seller shall not re-transfer any export-controlled information (e.g. Technical Data or software) to any non-U.S. person or entity (including Seller's dual and/or third-country national employees) without first complying with all the requirements of the applicable Export Regulations. Prior to any proposed re-transfer, Seller shall first obtain the written consent of Buyer. No consent granted by Buyer in response to Seller's request shall relieve Seller of its obligations to comply with the provisions of above or the Export Regulations, nor constitute consent for Seller to violate any provision of the Export Regulations.

Import Compliance

Seller shall comply with all U.S. Customs laws and regulations (e.g., 19 C.F.R.) and all other applicable U.S.G. regulations pertaining to importations of Products and materials into the U.S. for domestic Orders (Orders issued to entities addressed in the U.S.): Seller shall assume all U.S. import responsibilities, to include designation as U.S. Importer of Record, U.S. Customs clearance, and payment of duty, taxes, and fees for Products entering into the U.S. Unless otherwise agreed in writing, Buyer will not assume any import liabilities for Products procured through a domestic Order.

36. ELECTROSTATIC DISCHARGE CONTROL REQUIREMENTS

Seller will determine if any Goods ordered by Buyer are electrostatic discharge (ESD) sensitive and, if so, will comply with the following requirements: (i) Seller will design, manufacture, test, and repair these Goods using good commercial ESD control practices at all related sites and facilities; (ii) Goods supplied to Buyer that are susceptible to ESD damage as delivered will be properly handled and packaged to prevent ESD damage; and (iii) packages containing ESD sensitive items will be marked with an appropriate caution label.

37. COUNTERFEIT GOODS PREVENTION

- Counterfeit Goods will not be contained within the products Seller provides to Buyer. Seller shall implement policies that include prevention, detection and risk mitigation methods to protect against the use of Counterfeit Goods. Seller shall flow this article down to lower-tier subcontracts for the delivery of goods that will be included in, or furnished as, end items to Buyer.
- Seller shall purchase parts directly from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEMs), or from the OCM/OEM authorized or franchised distributor. Procurement through an independent



Terms and Conditions of Purchase

Revision: 2 (30 June 2018)

distributor, non-franchised distributor or broker is NOT authorized. Parts are defined as the lowest level of separately identifiable items. The Supplier shall ensure all parts/electronic parts are of original manufacture, not re-worked or altered and fully compliant with OEM furnished part specification, Buyer specification and Seller's specification, as applicable. A certificate of conformance shall accompany each shipment of Goods delivered, along with OCM/OEM documentation that authenticates traceability of the components to that applicable OCM. If an original OEM/OCM certificate is NOT available, distributor shall provide documentation, testing and/or other information as Buyer shall reasonably request; however, the submission of such additional items shall not relieve Seller of its obligations hereunder.

- c. In the event Seller becomes aware or suspects that it has furnished Counterfeit Goods, it shall immediately notify Buyer. In the event that Goods delivered under this Order are, or include, Counterfeit Goods, Seller shall promptly investigate, analyze and report in writing to Buyer whether such Counterfeit Goods should be replaced with genuine Goods conforming to the requirements of this Order, or whether an alternative solution is recommended to meet the Order requirements at Seller's sole expense.

38. SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING

As a condition of the Order regardless of value, end customer, or intended end use, Seller shall have and maintain an adequate system for Safeguarding Covered Defense Information and Cyber Incident Reporting pursuant to the requirements set forth in the current version of DFARS 252.204-7012.

39. DISASTER RECOVERY

Seller shall have a Security and Disaster Recovery Plan that shall, at a minimum, provide for the physical security of personnel at Seller's facilities, physical security of property and facilities used for performance of this Order, procedural security (e.g., documentation processing, manifest procedures, shipping and receiving, cargo discrepancies), information technology security, and security training and threat awareness.

40. ANTI-HUMAN TRAFFICKING/ MODERN SLAVERY ACT

Seller, nor any of its agents or subcontractors, has: (i) committed a violation of any applicable statute aimed at mitigating or preventing Human Trafficking; (ii) been notified that it is subject to an investigation relating to an alleged Human Trafficking Law violation; nor (iii) been made aware of any circumstances in its supply chain that could give rise to an investigation relating to a Human Trafficking Law violation. Seller agrees that it shall: (i) comply with all applicable provisions of the Human Trafficking Laws and any Human Trafficking Laws reporting/disclosure statement requirements; (ii) notify Buyer in writing promptly if it becomes

aware or has reason to believe that it or any of its agents or subcontractors have breached or potentially breached the Human Trafficking Laws; (iii) flow down the requirements of this Human Trafficking Law section to any of its agents and subcontractors or sub-suppliers performing work under this Order. If notice of a violation to Buyer becomes necessary, such notice shall set out full details of the circumstances concerning the breach or potential breach of Seller's obligations. Any Human Trafficking Law violation or breach of this paragraph by Seller or its agents or subcontractors shall be deemed a material breach of this Order and shall entitle Buyer, at its option, to immediately terminate this Order in accordance with "Termination for Default" herein.

41. CONFLICT MINERALS

Seller recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten and gold (the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries ("DRC countries"). Accordingly, Seller commits to have in place a supply chain policy and processes to undertake (1) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into Goods it provides Buyer; (2) due diligence of its supply chain, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (3) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures.

42. EQUAL OPPORTUNITY

The clause set forth in 41 CFR 60-1 and 60-2 in effect on the date of the Order is applicable unless otherwise exempted under regulation.

43. NONSEGREGATED FACILITIES

Seller certifies that it fully complies with FAR 52.222-21, or foreign equivalents, which requires Seller not to permit its employees to work at any location under its control that has segregated facilities and agrees it will continue to comply during performance hereof.

44. CLAUSES INCORPORATED AS REQUIRED

If stated on Order the current version(s) of the clauses set forth in Supplement 1 and/or Supplement 2 attached to these Purchase Terms (including alternates) are hereby incorporated, and unless otherwise notified in writing, Seller shall incorporate the current version of such clauses (and alternates) in its own orders and subcontracts (and require incorporation at lower-tiers), which clauses shall be applicable to the extent required by Government statutes and regulations and to comply with Buyer's own contractual obligations.