

AIRCRAFT WELDING & MFG. CO., LLC

TERMS AND CONDITIONS OF PURCHASE

1. **DEFINITIONS:** The terms “ACW,” “Aircraft Welding” or “Purchaser” shall collectively refer to Aircraft Welding & MFG. Co., LLC., as the case may be. The term “Seller” shall refer to the person, institute, company, organization or corporation from whom the Purchaser purchases Goods and/or Services. The term “Customer” shall refer to any customer of the Purchaser. The term “Goods” shall refer to the materials, supplies, items and goods purchased by Purchaser. The term “Services” shall refer to services purchased by Purchaser. Other defined terms have the meanings given to them herein.
2. **TERMS AND CONDITIONS:** Only the terms and conditions set forth in this document shall be binding upon the Purchaser unless otherwise accepted in writing by ACW. The purchase order and these terms (collectively, this “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Terms and conditions contained in any acknowledgment of a purchase order, or with the delivery of any Goods under any purchase order, which are different from or in addition to the terms and conditions of this document shall not be binding upon Purchaser regardless of whether they would materially alter a purchase order, and Purchaser hereby objects thereto. These terms prevail over any of Seller’s general terms and conditions of sale regardless of whether or when Seller has submitted its sale confirmation or such terms. This Agreement expressly limits Seller’s acceptance to the terms of this Agreement. Purchaser may, in its sole discretion and at any time for any reason, change this Agreement or any policies or guidelines. Seller is responsible for reviewing this Agreement and applicable changes. Seller’s full or partial performance under a purchase order will constitute acceptance of all terms and conditions contained herein.
3. **COMPLIANCE WITH LAWS:** Seller shall comply with all applicable Federal, State and local laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Agreement or any resale of Goods by Seller, if applicable. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Purchaser may terminate this Agreement if any governmental authority imposes duties or any other penalties on Goods. In addition, Seller will cooperate fully upon the request of Purchaser with respect to any laws, regulations or ordinances that Purchaser must or may comply with that arise out of or relate to this Agreement.
4. **TRANSPORTATION, SHIPPING, TITLE AND RISK OF LOSS:** Unless otherwise stipulated on the face of the purchase order or as modified in writing by the Purchaser, Goods covered by the purchase order shall be shipped “FOB Destination”. Title and risk of loss to said Goods shall pass to Purchaser upon receipt at Purchaser’s dock. No charges for unauthorized transportation will be allowed. If Seller does not comply with the delivery schedule specified in the purchase order, Purchaser may, in addition to any other rights which Purchaser may have under this order, (a) require delivery by fastest way and charges resulting from this mode of transportation must be fully prepaid and absorbed by the Seller, or (b) Purchaser may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Purchaser against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller’s failure to deliver the Goods on the specified delivery date. Purchaser has the right to return any Goods delivered prior to the specified delivery date at Seller’s expense and Seller shall redeliver such Goods on the delivery date. In no event shall Purchaser’s acceptance of any early delivery accelerate any payment obligations of the Purchaser.
5. **EXTRA CHARGES AND PACKAGING REQUIREMENTS:** No charges of any kind, including charges for boxing and cartage will be allowed unless specifically agreed to by Purchaser in writing. Seller shall be responsible for packing and packaging necessary to withstand transportation hazards.
6. **TERMINATION:**
 - (a) Purchaser may terminate all or any part of a purchase order at any time and from time to time by providing written notice to Seller.
 - (b) If (i) Seller breaches any of the terms of this Agreement or defaults in the performance of any of its duties or obligations hereunder; or (ii) Seller fails to make any delivery of Goods or perform any Services in accordance with a purchase order; or (iii) Seller fails to make progress to such an extent that performance of a purchase order is endangered; (iv) Seller ceases to conduct its operations; (v) or any proceeding is filed by or against Seller in bankruptcy or insolvency, or for appointment for the benefit of creditors; then, Purchaser may (in addition to any other right or remedy provided by this Agreement or by law) immediately terminate all or any part of a purchase order that has not been delivered by written notice to Seller without any liability and may purchase substitute Goods and/or Services elsewhere and Seller shall be liable to Purchaser for any excess cost incurred by Purchaser as a result thereof.
 - (c) If Purchaser terminates this Agreement for any reason, Seller’s sole and exclusive remedy is as follows: (i) Seller shall be entitled to payment for any Goods received and accepted and Services accepted by Purchaser prior to the termination; and (ii) Seller shall be entitled to be reimbursed for the actual cost of any work which the Seller has already carried out under this Agreement prior to the termination, provided that the rate of such work shall not exceed the rate used in establishing the original order price.
7. **WAIVER:** No waiver by Purchaser of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Purchaser. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
8. **CERTIFICATE OF CONFORMANCE:** A certificate of conformance indicating that Goods meet all applicable purchase order specifications is required for each shipment. If applicable, the certificate must contain at a minimum, purchase order number, part number (or material type), revision level, quantity, date shipped, and heat/lot number for raw material, castings and forgings.
9. **DELEGATION OF VERIFICATION TO SUBCONTRACTORS:** When product verification is to be delegated to a subcontractor, the subcontract purchase order will include the requirements of the delegation. A list of such delegations will be maintained as part of the approved subcontractors list.
10. **RIGHT OF ENTRY AND INSPECTION:** ACW, its Customers and regulatory agencies shall have the right at any time, upon reasonable notice: (a) to conduct surveys and perform surveillance of Seller and Seller subcontractors; and (b) to access and perform any type of inspection, test, audit or investigation at Seller’s and/or Seller’s subcontractor’s premises, including manufacturing and test locations, and to spot check the Goods, tools, equipment, molds and manufacturing facilities for the purpose of enabling Purchaser to verify compliance with the requirements set forth in the purchase order, or for any other purpose indicated by Customers and/or said regulatory authority in connection with the design, development, certification, manufacture, sale, use and/or support of the Goods. Any mutually agreed upon corrective action requested by Purchaser, Customers and/or any said regulatory authority following any such inspection, test, audit or investigation shall be implemented by Seller at no cost to Purchaser.

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11. **PURCHASER AND CUSTOMER SUPPLIED MATERIAL:** If Purchaser or Customers furnish to Seller material or equipment, or pay for such material or equipment (in each case, the "Purchaser Materials"), title thereto shall remain or vest in Purchaser or Customer, as the case may be, and Seller shall maintain and preserve such Purchaser Materials in good working order and shall not dispose of or use such Purchaser Materials other than in accordance with the Purchaser's written instructions or authorization. In the event Seller discovers any defects in any such Purchaser Materials, the Seller will promptly notify the Purchaser and will act in accordance with the Purchaser's written instructions. For the avoidance of doubt, Seller shall not have any right, title or interest in or to any Purchaser Materials.
12. **PRODUCT IDENTIFICATION AND TRACEABILITY:** Seller will ensure Goods maintain identification and traceability, including traceability to the purchase order and supplied documents, during all stages of production. Proper procedures shall be maintained for the identification of Goods. Steps shall be taken to prevent use of obsolete documentation or processes as applicable. When required by the purchase order, documented instructions will be issued for unique identification of individual Goods or lots.
13. **INSPECTION AND REJECTION FOR NONCONFORMANCE:** Seller must notify Purchaser, in writing, of any identified non-conformance prior to delivery of Goods. Non-conforming Goods shall be clearly identified and segregated. Purchaser has the right to inspect the Goods on or after the date of delivery. Purchaser, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If any Goods or Services are defective or otherwise not in conformity with the purchase order, Purchaser has the right, at its sole option and effective upon written notice to Seller, to: (a) reject all or a portion of such nonconforming Goods and require delivery of conforming Goods; (b) accept all or a portion of the nonconforming Goods with a price reduction for the cost of repair or diminution of value; (c) reject all or a portion of such nonconforming Goods and receive a credit for the full value of such Goods; (d) make, or have a third party make, all repairs, modifications, or replacements necessary to enable such Goods or Services to comply in all respects with the terms of the purchase order (the "Corrections"); or (e) rescind the Agreement in its entirety. Seller shall be liable to Purchaser for all costs incurred or suffered by Purchaser in connection with the nonconformance of the Goods or Services in question, including but not limited to the costs of substitute Goods or Services, costs of labor and material to make Corrections (or to have Corrections completed by a third party), shipping costs, expediting fees, late fees or other pass through charges imposed by Customers, contract breakage fees, storage and material handling fees, and net costs resulting from having to scrap any Goods. Any inspection or other action by Purchaser under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Purchaser shall have the right to conduct further inspections after Seller has carried out its remedial actions. Rights granted to Purchaser in this Section are in addition to any other rights or remedies provided elsewhere in this Agreement or in law. Final inspection and acceptance shall be at Purchaser's facility unless otherwise specified in the purchase order.
14. **STATISTICAL TECHNIQUES FOR PRODUCT ACCEPTANCE:** Seller shall ensure alternate inspection plans, such as sampling, are justified on recognized statistical principles when applied to accept product. The technique must be appropriate to the process and to the risk of product nonconformance. Sampling plans are not allowed to accept nonconforming product. Seller shall adhere to acceptance plans and restrictions flowed down from the purchaser.
15. **DELIVERY DATE:** Seller shall deliver the Goods in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by the parties (the "Delivery Date").

Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate the Order immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.

16. **CONFIDENTIALITY AGREEMENT:** All non-public, confidential or proprietary information of Purchaser or Customers, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Purchaser and/or Customer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement (collectively, the "Proprietary Information") is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Purchaser or Customer, as the case may be, in writing. Upon Purchaser or Customer's request, Seller shall promptly return all documents and other materials received from Purchaser or Customer, as the case may be. For the avoidance of doubt, all Proprietary Information is the sole and exclusive property of Purchaser or Customer, as the case may be, and Seller shall not acquire any ownership interest in any of Purchaser or Customer's Proprietary Information. Purchaser and Customer shall be entitled to injunctive relief for any violation of this Section.
17. **INDEMNIFICATION:**
(a) Seller agrees to defend, indemnify and hold harmless Purchaser and its affiliates, successors or assigns, and their respective directors, officers, shareholders and employees (collectively, "Indemnitees"), from and against any and all losses, expenses, damages and costs, including reasonable legal and professional fees, and the cost of enforcing any right to indemnification hereunder (collectively, "Losses"), arising out of or occurring in connection with the Goods and/or Services purchased from Seller or Seller's negligence, willful misconduct or breach of this Agreement and/or any related Customer requirements. Seller shall not enter into any settlement without Purchaser's prior written consent.

(b) Seller shall, at its expense, defend, indemnify and hold harmless Purchaser and any Indemnitee against any and all Losses arising out of or in connection with any claim that Purchaser's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Seller shall not enter into any settlement without Purchaser's prior written consent.
18. **PROCESS CHANGES:** Seller must notify Purchaser of any changes in Goods, Services and/or process definition and, where required, obtain Purchaser's approval prior to implementation. Purchaser may at any time, by written notice, make changes in any purchase order, including: (a) drawings, designs, or specifications, (where the items to be furnished are to be specially manufactured for Purchaser in accordance therewith); (b) method of shipment of packing; and (c) time or place of delivery. If any such changes cause an increase or decrease in the cost of, or time required for, performance of this Agreement, Seller shall advise Purchaser of such increase or decrease. Purchaser shall in turn advise Seller if it agrees that an adjustment will be made in the price or delivery schedule, or both.
19. **MATERIAL SUBSTITUTION:** Unauthorized material substitution and/or unauthorized replacement materials or Goods will not be accepted by ACW. These materials will be handled in accordance with Section 13 (Inspection and Rejection for Nonconformance).
20. **AFFIRMATIVE ACTION PLAN:** Aircraft Welding is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as

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applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

21. **NOTIFICATION:** Seller is responsible to provide Purchaser with written notification of any changes in the Seller's certification / registration / accreditation / location within the earlier to occur of (a) twenty-four (24) hours of receiving notification of the change or finding, or (b) prior to the next delivery of Goods or Services to Purchaser. In the event of any such change or finding, Purchaser shall have the right to immediately suspend and/or terminate all or any portion of this Agreement without liability, and Seller shall indemnify Purchaser against any losses, claims, damages, and reasonable costs and expenses directly attributable to the change in Seller's certification / registration / accreditation.
22. **SPECIFICATIONS:** It is the responsibility of the Seller to ensure that they are working to the latest version of specifications referenced within the purchase order requirements. Specifications needed may be requested through the purchasing department.
23. **SAFETY:** Aircraft Welding is committed to providing a safe and healthy workplace, as well as protecting the environment. Seller must meet the following minimum expectations:
 - (a) Provide safe working conditions for all employees, customers and contractors;
 - (b) Adhere to all applicable national, regional, state and local laws and regulations governing Environment, Health, and Safety ("EH&S");
 - (c) Operate in a manner that minimizes the impact to the environment;
 - (d) Limit the use of natural resources and promote sustainable natural resource practices; and
 - (e) Communicate these EH&S values and expectations, or similar, to employees and suppliers.
24. **RECORD RETENTION:** Seller must retain records related to Flight Safety/Major Rotating parts for 40 years, and all other parts for 11 years. When specific customer retention requirements conflict with this requirement the longer retention time shall supersede. Requirements for specific customer retention periods are available through the purchasing department. It is the responsibility of the Seller to ensure they are aware of and in compliance with any such specific customer retention period requirements.
25. **DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS):** Seller shall adhere to DFAR 252.225-7008, 252.225-7009, and 252.225-7014 for materials. Seller shall adhere to all other applicable FAR, DFAR, or DFARS requirements as specified on ACW purchase orders, including DFARS 252.204-7012 and NIST SP 800-171.
26. **CONFLICT MATERIALS:** Aircraft Welding supports the objective that materials sourced for our products be "Conflict Free" as defined by the 2010 Dodd-Frank Act and applicable SEC rules. Seller shall disclose any cases when "conflict minerals" that are sourced in the DRC or adjoining countries are used in the manufacture of its products.
27. **COUNTERFEIT MATERIALS:** Seller shall take the proper actions to prevent any counterfeit materials entering the supply chain in accordance with AS5553 (Counterfeit Parts) and AS6174 (Counterfeit Material). Detection and prevention processes, training, mitigation, risk assessment, proper documentation and supplier control shall be methods used, as applicable, to the Seller. Any suspect, fraudulent or counterfeit material identified shall be communicated to the Purchaser upon detection. Customer specific counterfeit prevention requirements are available through the purchasing department. It is the responsibility of the Seller to ensure that they are aware of and in compliance with any such specific customer requirements. Reference FAA AC 21-29 (Detecting and Reporting Suspected Unapproved Parts).
28. **CODE OF CONDUCT / ETHICS / PRODUCT SAFETY AND PRODUCT AND SERVICE CONFORMITY:** Seller must communicate and verify that all employees understand the importance of ethical behavior and good judgment. Seller must adhere to high ethical standards and avoid situations that create actual or perceived conflict between their personal interests and those of the Purchaser. Conflicts of interest or unethical behavior may take many forms including, but not limited to, providing gifts of value; and must be avoided. Promotional items like pens and calendars are acceptable. Seller may not use proprietary and/or confidential information for personal gain or to the Customer's detriment. Seller must communicate and verify that all employees understand their contribution to product safety and the need to consider this in all areas of the manufacturing process. In addition, Seller and its employees must understand their contribution to product or service conformity and the negative impact that can occur if product does not meet or exceed requirements as stated by contract. Product safety, conformity, and ethical behavior must be demonstrated at every level of the Seller organization.
29. **HUMAN TRAFFICKING:** FAR Requirements 52.222-50 (MAR 2015) and 52.222-56 (MAR 2015) require contractors and subcontractors to ensure that they and their employees, subcontractors, and agents do not engage in a wide range of trafficking-related activities such as procuring commercial sex acts, requiring employees pay recruitment fees, confiscating employees' identity papers (such as Passports, Driver's Licenses, etc.), or failing to pay return transportation costs. Further, receipt of "credible information" of a violation of any of these prohibitions requires immediate notification to the U.S. Government. Under DFARS rules, 252.203-7004 (JAN 2015) and 252.222-7007 (JAN 2015), contractors and subcontractors performing a noncommercial contract or subcontract of US\$5 million or more are required to display hotline posters regarding human trafficking and protections for whistleblowers. All solicitations for acquisitions that exceed \$150,000, including those for commercial items, must include a new representation that the offeror's hiring practices address combating trafficking in persons, that employees and subcontractors have been notified regarding their obligation to report human trafficking violations, and that they will be afforded whistleblower protection when they do so.
30. **EXPORT COMPLIANCE:** Seller shall comply with the most current export control and sanctions laws, regulations, and orders applicable at the time of the export, re-export, transfer, disclosure or provision of Goods or Services, as applicable, including, without limitation, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. parts 120-130 and/or the Export Administration Regulations ("EAR"), 15 C.F.R. parts 730-774. Without limiting the generality of the foregoing, the Seller acknowledges and agrees that it is Seller's responsibility to ensure the following: (a) all persons employed by the Seller are a U.S. Person as defined by 22CFR120.16; and (b) all foreign persons employed by the Seller are restricted from having access to Aircraft Welding parts and technical data.
31. **INSURANCE:** During the term of this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than

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\$1,000,000 with financially sound and reputable insurers. Upon Purchaser's request, Seller shall provide Purchaser with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Agreement. Seller shall provide Purchaser with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

32. WARRANTY:

(a) Seller warrants to Purchaser that all Goods will: (i) be free from any defects in workmanship, material and design; (ii) conform to applicable specifications, drawings, designs, samples and other requirements specified by Purchaser; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (v) not infringe or misappropriate any third party's patent or other intellectual property rights.

Notwithstanding the foregoing, Seller shall not be liable for breach of a warranty to the extent that the defect arises out of design specifications supplied by Purchaser. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Purchaser. No inspection, tests, approval, design approval, or acceptance of the Goods relieves Seller from responsibility for warranty or any latent discovery of nonconforming Goods, even if the Goods were previously inspected.

(b) Seller warrants to Purchaser that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(c) The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Purchaser's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Purchaser gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Goods to Seller and the delivery of repaired or replacement Goods to Purchaser, and, if applicable, or (ii) repair or re-perform the applicable Services.

33. PUBLICITY: Seller shall not make or authorize any news release, advertisement or other disclosure which shall deny or confirm the existence of a purchase order without the prior written consent of Purchaser, except as may be required to perform the purchase order.

34. GOVERNING LAW: All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Connecticut.

35. SUBMISSION TO JURISDICTION: Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Connecticut, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

36. AMENDMENT: This Agreement may only be amended or modified by a written amendment signed by an authorized representative of each party.

37. ASSIGNMENT: Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Purchaser. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Purchaser may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Purchaser's assets.

38. RELATIONSHIP OF THE PARTIES: The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

39. NO THIRD-PARTY BENEFICIARIES: This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

40. SEVERABILITY: If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

41. SURVIVAL: Provisions of these terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.