

1. DEFINITIONS

“Affiliate” means with respect to any specified person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified person or entity. For purposes of this definition of Affiliate, “control”, “controlled by” and “under common control with” mean the direct or indirect ownership of more than fifty percent (50%) of the voting securities or other ownership interests, or the power to direct the management and policies of such person, directly or indirectly, whether through ownership of voting securities, by contract or otherwise.

“Buyer” means the entity identified as the purchaser on the face of the purchase order.

“Seller” means the entity identified as the seller on the face of the purchase order.

“Goods” means those products, supplies, reports, computer software, hardware, data, materials, articles, items, parts, components, assemblies, deliverables, and all related documentation as described in the Order, but excluding any intellectual property rights, which shall be governed by separate provisions of this Order.

“Party or Parties” means any individual, corporation, partnership, limited liability company, association, trust, unincorporated organization, or other entity that has executed this Order, specifically referring to the Buyer and Seller as identified in the Order, and any successors, assigns, or permitted transferees thereof.

“Services” means Seller’s, or its subcontractors or suppliers, time, and effort to perform the tasks described in the Order.

“Order” means the instrument of contracting, such as “Purchase Order,” “PO,”

“Subcontract,” or other such type of designation, issued by Buyer to Seller, to which these Terms and Conditions are applicable, and all referenced documents, exhibits, attachments, and amendments.

“Work” means all required labor, articles, materials, supplies, Goods and Services constituting the subject matter of the Order.

2. ACCEPTANCE OF ORDER

This Order constitutes Buyer’s offer to Seller to purchase the Goods and/or Services described herein. Any additional or different terms proposed by Seller in any form or medium, including but not limited to click-through terms, shrink-wrap terms, website terms of use, electronic communications, acknowledgments, invoices, or other documentation which add to, vary from, or conflict with the terms herein are hereby expressly rejected and shall be void and of no effect. The terms herein constitute the complete and exclusive statement of terms and conditions between the Parties and supersede all prior agreements, understandings, and communications. This Order may be modified only by a written instrument specifically referencing this Order and executed by Buyer’s Authorized Procurement Representative subject to the equitable adjustment provisions set forth in Clause 14 (Changes).

The use of Seller's or Buyer's forms (other than the Order) is for convenience only and will have no effect with respect to the Order. Shipment of any Goods or performance of any Services constitutes Seller's acceptance of the Order (including these Terms). Buyer expressly rejects any additional or different terms contained in Seller documents (bids, acknowledgments, confirmations, invoices, websites, shrink-wrap/click-wrap, etc.).

3. PACKING AND SHIPPING

(a) Seller shall be solely responsible for ensuring the proper packaging, packing, and marking of Goods delivered hereunder in accordance with this Order and all applicable laws, regulations, and industry standards. No extra charge for packaging, insurance, or any other non-standard delivery-related costs shall be allowed unless explicitly authorized in writing by Buyer's Authorized Procurement Representative prior to shipment. All materials, fabrication techniques, and workmanship shall conform to the requirements specified herein or, if not specified, shall meet or exceed the best commercial quality and practice. Any damage, loss, or additional costs resulting from improper or inadequate packaging, marking, or handling of Goods will be charged to Seller, and Buyer may, upon providing Seller with written notice and reasonable documentation of such costs, deduct such amounts from any payments due to Seller, provided that Seller has been given ten (10) business days to dispute such charges in writing (email being sufficient) with supporting documentation. Wood Packaging Materials must meet International Standards for Phytosanitary Measures (ISPM) No. 15 and any other applicable international shipping requirements.

(b) Seller shall clearly and prominently mark Buyer's Order number on all invoices, packages, bills of lading, shipping orders, and related documentation. Seller shall mark packages with all necessary lifting, loading, shipping, and safety information, including but not limited to Buyer's Order number, dates of shipments, hazardous material warnings (if applicable), handling instructions, and other relevant information. Detailed packing lists itemizing all materials must accompany each shipment. For any shipment made to a third-party location, Seller shall ensure that a receiving document/proof-of-delivery is issued to Buyer. Order numbers must appear on all correspondence, labels, and shipping documents. All costs, fines, or penalties due to improper packing or marking are Seller's responsibility. For shipments not accompanied by complete and accurate packing lists, Buyer's count, weight, or other measurements shall be presumptively correct, but Seller may contest such determinations within ten (10) business days of receiving notice of any discrepancy by providing reasonable documentation supporting Seller's position.

(c) Goods received without proper packaging, packing, marking and/or bar coding as set forth herein may be rejected by Buyer and returned to Seller at Seller's sole risk and expense, including all handling, transportation, and storage costs. Buyer shall not be obligated to accept any shipments in excess of the ordered quantity or delivered more than five (5) business days in advance of the specified delivery date, and any such excess or advance shipments may be returned to Seller at Seller's expense or stored at Seller's risk and expense, in Buyer's sole discretion. Shipments delivered within five (5) business days of the specified delivery date shall be deemed timely. Seller shall reimburse Buyer for all costs incurred in handling, storing, or returning non-conforming shipments.

4. DELIVERY, TITLE, RISK OF LOSS AND NOTICE OF DELAY

(a) Unless otherwise stated on the face of the purchase order, Seller shall be responsible to make all arrangements, and to pay, for the loading and transportation (including insurance, any contract of carriage and, if applicable, exportation, importation and customs requirements) of all Goods to the place of delivery stated on the face of the Order (the "Place of Delivery"). The price for the Goods includes all such loading and transportation costs and expenses. Risk of loss will transfer to Buyer upon Buyer's acceptance of the Goods, provided that such acceptance occurs within thirty (30) calendar days of receipt or such other time period specified in the Order. If Buyer does not reject the Goods within thirty (30) calendar days of receipt, the Goods shall be deemed accepted and risk of loss shall transfer to Buyer. Title to the Goods will transfer from Seller to Buyer upon Buyer's acceptance of the Goods.

(b) Time is of the essence and failure to deliver Goods or perform Services in accordance with the delivery schedule under the Order shall be considered a material breach of the Order. No acts of Buyer, including without limitation modifications of the Order or acceptance of late deliveries, shall constitute a waiver of this provision.

(c) Notwithstanding the foregoing, Seller will not be deemed to be in breach of the Order to the extent that a delay is either (i) authorized in writing by Buyer, (ii) caused solely by Buyer's act or omission in breach of the Order, or (iii) caused by a Force Majeure Event (each delay described in clauses (i), (ii) and (iii), an "Excused Delay"). A delay caused by Seller or Seller's suppliers or subcontractors shall not be deemed to be an Excused Delay, except where such delay is itself caused by a Force Majeure Event directly affecting Seller or Seller's suppliers or subcontractors and Seller has taken all commercially reasonable steps to mitigate such delay, including seeking alternative suppliers. To be excused under this Section, Seller shall diligently attempt to promptly reinstate performance upon the occurrence of any Excused Delay. If any Excused Delay continues for more than thirty (30) days, Buyer shall have the right to terminate the Order (or, at Buyer's election, solely the affected portion thereof) upon written notice to Seller without liability to Seller, except for payment for Goods delivered and accepted and Services performed and accepted prior to termination.

(d) In the event of any delay other than an Excused Delay, Buyer will have the right to require Seller to expedite the shipment of the Goods by means selected by Buyer or to obtain replacement goods or services from alternative suppliers. Seller will be solely responsible for the cost of the expedited shipment of the Goods and any direct costs or damages incurred by Buyer in connection with the delayed Goods or Services, including the difference between the cost of replacement goods or services from alternative suppliers and the price of the delayed Goods or Services, provided that Buyer uses commercially reasonable efforts to mitigate such costs. Seller shall not be liable for indirect, consequential, special, or punitive damages arising from delays, except to the extent such damages result from Seller's gross negligence or willful misconduct.

(e) Seller shall notify Buyer in writing immediately of any actual delay or of any event likely to result in delay to the performance of the Order. Such notice shall include a proposed revised schedule but such notice and proposal or Buyer's receipt or acceptance thereof shall not constitute a waiver to Buyer's rights and remedies hereunder.

(f) For any non-excused delay, Buyer may require Seller to expedite shipment at Seller's expense or, after providing Seller with written notice and a reasonable opportunity to cure (not less than five (5) business days unless circumstances require more immediate action), obtain replacement Goods or Services from other suppliers, and Seller shall reimburse Buyer for reasonable additional costs directly resulting from the delay, provided that Buyer provides Seller with documentation of such costs within thirty (30) days of incurring them.

(g) Seller shall notify Buyer in writing immediately in the event that Seller believes that there may be a shortage of Goods. Seller shall allocate any shortage of Goods proportionately among Seller's obligations to Buyer under the Order and to Seller's other regular customers then under contract.

(h) The parties agree that it would be extremely difficult and impractical under the presently known and anticipated circumstances to ascertain and fix the actual damages Buyer would incur if Seller does not deliver the Goods or Services in accordance with the delivery schedule. Accordingly, the parties agree that, if agreed upon in the Order, Buyer may collect, as compensation for delay, and not as a penalty, liquidated damages in the amount set forth in the Order, if any, provided that such liquidated damages represent a reasonable estimate of anticipated damages at the time of contracting and are not punitive in nature. Liquidated damages shall be Buyer's sole and exclusive remedy for delays, unless the delay results from Seller's gross negligence or willful misconduct, in which case Buyer may pursue all available remedies.

5. INDEPENDENT CONTRACTOR

Seller is an independent contractor and not an agent or employee of Buyer either expressly or impliedly. The employees used by Seller to perform Work under the Order shall be Seller's employees exclusively without any relation whatsoever to Buyer. Seller assumes full responsibility for the actions and supervision of such personnel while engaged in Work under the Order, and Buyer assumes no liability for the actions of Seller's personnel. The Order will not constitute, create, give effect to, or imply a joint venture, teaming arrangement, partnership, formal business organization or any type of permanent relationship of any kind beyond the specific purposes stated herein. Nothing in the Order will grant either Party the right to make commitments of any kind for, or on behalf of, the other Party. Buyer may require Seller to remove any of Seller's personnel or subcontractors from the performance of the Services at any time for reasonable causes, including, but not limited to, those related to performance, safety, security, or compliance concerns, upon written notice (email being sufficient) to Seller specifying the reason for removal. Seller shall not use subcontractors to perform the Services without Buyer's prior written approval.

6. PROPERTY

(a) Property shall include any special tools, such as jigs, dies, fixtures, molds, patterns, and manufacturing aids ("Special Tools"). Acquired Property shall be priced separately and identified as such. Title shall pass to Buyer upon payment for such acquired Special Tools and other Property and shall be properly identified by Seller as Buyer-Furnished Property. Seller will hold all Property in good condition, except for reasonable wear and tear, and return

it to Buyer within thirty (30) days of the completion of the Order or upon Buyer's earlier written request, unless Buyer directs Seller otherwise in writing (including direction to retain Property for anticipated future orders). Seller shall maintain insurance covering the full replacement value of all Property while in Seller's possession. Seller shall only use Property for performance of and to satisfy the requirements of the Order and Property shall not be altered unless Buyer otherwise consents in writing.

(b) Seller shall clearly mark, maintain in inventory, and keep segregated or identifiable all Buyer-Furnished Property.

(c) Seller shall, as required and requested by Buyer, conduct a physical inspection of the Property and promptly prepare a complete and thorough written inventory report containing the results of the physical inspection. Seller shall deliver such written inventory report to Buyer's Authorized Procurement Representative within thirty (30) calendar days after completion of the inventory. If, upon Buyer's demand to return any Property, Seller fails to return such Property, Buyer shall have the right, upon reasonable notice, to enter Seller's premises and remove any such Property without being liable for trespass or damages of any sort. At all times, Buyer shall have access to Seller's facilities for the purpose of conducting periodic surveillance of or otherwise reviewing Seller's compliance with the management of all Property related to the Order.

(d) Buyer's Property. All property supplied or paid for by Buyer shall be and remain the property of Buyer or Buyer's customer as appropriate; and if Seller fails to return such property upon Buyer's demand, Buyer shall have the right, upon reasonable notice, to invoice Seller for the cost of replacement of such property. All Buyer's property shall be used only in the performance of work under the Order unless Buyer consents otherwise in writing. Seller shall have the obligation to maintain any and all property furnished by Buyer to Seller and shall be responsible for all loss or damage to said property except for normal wear and tear. If Seller fails to return such property upon Buyer's demand, Buyer may invoice Seller for the full replacement cost.

7. INVOICING AND PAYMENT

(a) Seller shall issue an invoice to Buyer with each shipment of Goods. For Services, Seller shall issue the invoice(s) in accordance with the schedule agreed upon by the parties. All invoices shall be in the form of invoice approved by Buyer. Unless otherwise expressly agreed by the parties, all amounts shall be invoiced in U.S. Dollars. If no schedule has been agreed upon, then Seller shall issue the invoice upon completion of the Services. Buyer has the right to unilaterally adjust any invoice to reflect the quantity of Goods actually received by Buyer. Seller shall not invoice, and Buyer shall not be responsible for the payment of, any amounts that are billed more than 90 days past the date of delivery of the Goods or performance of the Services to which such amounts apply. Each invoice shall be accompanied by all required documentation necessary to support all charges. Seller shall identify sales and use taxes, applicable rebates and discounts separately on each invoice. Seller shall separately state charges for Services from charges for Goods on each invoice. Any invoice submitted to Buyer in an improper format or without the required documentation will be returned unpaid to Seller for correction and resubmission. If Buyer has agreed in

writing to pay for transportation, Seller shall show the freight charge as a separate item on the invoice and attach a copy of the freight bill to the invoice.

(b) Buyer will pay all undisputed and properly documented invoices within sixty days after receipt of the invoice, or receipt of the Goods or performance of the Services described on the invoice, whichever is later. If Buyer disputes any portion of an invoice, Buyer shall return the disputed invoice unpaid to Seller indicating the reason Buyer is disputing any amount, and Seller shall reissue the invoice to include only the undisputed portions.

(c) Neither the payments made to Seller, nor the method of such payments, will relieve Seller of its obligation to perform its obligations in strict compliance with the Order. In addition, no payment by Buyer of any invoice will be deemed Buyer's acceptance of the Goods or Services described on the invoice. Unless otherwise expressly agreed by the parties, all payments shall be made in U.S. Dollars.

(d) Seller shall not invoice, and Buyer shall have no obligation to pay, any amounts billed more than 90 days after delivery of Goods or completion of Services. Buyer may unilaterally adjust any invoice to reflect quantities actually received and accepted.

8. SUBCONTRACTING

(a) Seller shall not subcontract any portion of this Order without Buyer's prior written authorization, which may be withheld in Buyer's sole discretion. Seller shall maintain supply chain resilience through diversified supplier networks and shall notify Buyer immediately of any supply chain disruptions or single-source dependencies that could affect performance. Even if authorized, Seller shall remain fully responsible and liable for all work performed by its subcontractors. This restriction on subcontracting shall not apply to: (i) purchases from Seller's authorized distributors, dealers, or industrial suppliers previously approved in writing by Buyer; or (ii) purchases of standard commercial articles, including electronic components or raw materials including castings, forgings, and rough welded structures on which Seller will perform further work, provided that such purchases do not exceed 25% of the Order value in aggregate. Purchases exceeding 25% of the Order value in aggregate require Buyer's prior written authorization.

(b) Any subcontract, assignment, or other transfer of rights or obligations arising under this Order and made to a foreign person (as defined in the International Traffic in Arms Regulations or the Export Administration Regulations) is prohibited without Buyer's express prior written consent, which may be withheld in Buyer's sole discretion. If authorized, such transfer must strictly comply with the Export and Import Compliance clause herein, and Seller shall remain primarily liable for ensuring such compliance. Seller shall indemnify and hold Buyer harmless from any violations, fines, penalties, or damages arising from non-compliance with this provision. Seller shall provide Buyer with detailed information about any proposed foreign person transferee at least 30 days prior to any requested transfer.

(c) Any subcontract, assignment, or transfer to a foreign person (as defined by ITAR/EAR) requires Buyer's prior written consent. Seller remains primarily liable and shall indemnify Buyer for violations.

9. INSPECTION AND ACCEPTANCE

- (a) No inspection or acceptance of, or payment by, Buyer for any of the Goods and Services described herein shall release Seller from any obligations or liabilities pertaining to the Order.
- (b) Buyer shall have the right to inspect the Goods before accepting them and shall have a reasonable period of time after discovering a defect or nonconformity to reject or revoke acceptance of the Goods.
- (c) Final acceptance is dependent upon completion of all applicable acceptance criteria to Buyer's reasonable satisfaction. Buyer's inspection, test, acceptance, or payment does not waive defects. Buyer may reject or revoke acceptance within a reasonable time after discovery and pursue remedies including repair, replacement, refund, price reduction, or re-procurement at Seller's expense. Buyer reserves the right to inspect Goods and Services provided under the Order at all reasonable times and places.
- (d) If any of the Goods or Services do not conform with the requirements of the Order, the Buyer may, in its sole discretion, require Seller to perform again in conformity with the Order requirements, with no additional payment. When defects in the quality or quantity of the Goods or Services cannot be corrected by reperformance, the Buyer may (i) require Seller to take necessary action to ensure that the future performance conforms to the Order requirements and equitably reduce the payment due to Seller to reflect the reduced value of performance or (ii) terminate all or a portion of the Order and obtain a prompt refund from Seller of all payments Buyer has made with respect to that portion of the Order that Buyer has terminated. These remedies in no way limit the other remedies available to the Buyer.
- (e) The Seller shall notify the Buyer of Goods or Services provided that were subsequently found not to conform to specifications.

10. WARRANTY

- (a) Seller represents, warrants, and covenants that, unless a different timeframe is set forth specifically in the purchase order, for a period of one year from acceptance, all Goods delivered under the Order will (i) conform strictly to the general description, model number, and specifications stated in the Order and in any manufacturer warranties that accompany the Goods (the "Specifications"), (ii) be free from defects in materials, workmanship, and design, (iii) be merchantable and fit for their intended purpose, (iv) be free of contaminants, and (v) be of first quality and made of new materials and components.
- (b) Seller represents, warrants, and covenants that the Services performed under the Order will (i) be performed in a good, prompt, and diligent manner and in strict accordance with all conditions and requirements contained in the Order and (ii) reflect the level of skill, knowledge, and judgment required or reasonably expected of suppliers performing comparable services.
- (c) With respect to any Goods designed by Seller or any of Seller's subcontractors or suppliers, Seller assumes and acknowledges full and complete responsibility for the

suitability, adequacy, and safety of the design of such Goods. Seller shall extend to Buyer all applicable warranties extended to Seller with respect to all Goods not manufactured by Seller. Seller's extension of such warranties, however, will not relieve Seller of its obligation to replace, repair, or refund non-conforming Goods.

(d) Seller represents, warrants, and covenants that title to all Goods will be good, and their transfer rightful, and that the Goods will be free from all security interests, claims, demands, liens, and other encumbrances. If any Goods fail to conform to the above warranty of title, Seller shall defend the title and, at Buyer's option and at no cost to Buyer, shall promptly remove any security interest, claim, demand, lien, or other encumbrance or replace the Goods with substitute Goods conforming to the terms of the Order, including the above warranty of title. Seller shall cure any title defects within five (5) business days of notice. If Seller fails, Buyer may bond or otherwise clear title and recover all costs or revoke acceptance and obtain a full refund plus related costs. If Seller fails to do so within five (5) business days after receiving Buyer's request, then Buyer, at Buyer's option, may either (i) cause the removal of such security interest, claim, demand, lien, or other encumbrance by bonding, in which case Seller will be liable to Buyer for the expenses incurred by Buyer in doing so, or (ii) revoke acceptance of the Goods, in which case Seller shall promptly refund any compensation Seller received for the Goods together with all costs incurred by Buyer in connection with such revocation.

(e) If Buyer discovers that any Goods or Services fail to conform to the above warranties, then Buyer shall give Seller written notice of the nonconformity within a reasonable time after discovery. Upon receipt of such notice, Seller shall, at Buyer's option and at no cost to Buyer, promptly repair, replace with conforming Goods, or modify any non-conforming Goods or re-perform the Services so that they conform or refund to Buyer the price of the nonconforming Goods or Services. Seller shall provide all labor, engineering, supervision, equipment, tools and materials necessary to affect the appropriate remedy and bear all expenses in connection with such remedy, including costs to expedite shipment of the replacement Goods, or, at Buyer's option, to recover or dismantle the Goods, as applicable. If Seller is unable to remedy such nonconformity during a time period consistent with Buyer's reasonable requirements, Buyer may undertake to remedy the nonconformity, and in such case, Seller shall reimburse Buyer for any reasonable costs Buyer incurs in excess of the prices for such Goods that would have been due Seller under the Order.

(f) SELLER MAKES NO WARRANTIES OTHER THAN THE WARRANTIES SET FORTH IN THE ORDER AND HEREBY DISCLAIMS ALL OTHER WARRANTIES OF QUALITY, WHETHER EXPRESS OR IMPLIED, WHETHER CREATED BY CONTRACT OR BY OPERATION OF LAW.

11. COUNTERFEIT PARTS

(a) Seller represents, warrants, and covenants that it shall not furnish any suspect counterfeit work or counterfeit parts, materials, components, or software to Buyer under this Order, and shall implement and maintain strict counterfeit prevention processes that comply with AS5553 and AS6174. All materials, parts, and components delivered under this Order

shall be (i) new and authentic, and (ii) traceable to and procured directly from the original manufacturer or through the original manufacturer's authorized distributor chain.

(b) Seller shall maintain and upon request, provide to Buyer the traceability records, including but not limited to: (i) original manufacturer certificates of conformance, (ii) purchase orders and invoices, (iii) test and inspection data, and (iv) any other documentation requested by Buyer to verify authenticity and traceability.

(c) Electronic parts shall only be acquired directly from original component manufacturers (OCMs), original equipment manufacturers (OEMs), or their authorized distributors. Any proposed deviation from this requirement, including acquisition from brokers or independent distributors, must be approved in advance in writing by Buyer. Seller shall immediately notify Buyer in writing if Seller cannot provide parts, components, and/or assemblies traceable to the OCM/OEM. Upon receipt of such notification or upon any discovery of potential authenticity issues, Buyer shall have the right to: (i) terminate this Order immediately for default with no liability to Buyer; (ii) require additional material validation testing and inspection at Seller's sole cost and expense; (iii) reject the affected items and receive a full refund; and/or (iv) require Seller to promptly replace the affected items with fully compliant items at no additional cost to Buyer.

(d) Seller shall immediately (and in no event later than 24 hours after discovery) notify Buyer in writing if Seller becomes aware of, suspects, or has reason to believe that any part, component, material, or end item purchased from Seller for delivery to Buyer, or already delivered to Buyer, contains or may contain counterfeit parts or suspect counterfeit parts. Such notification shall include all relevant information regarding the suspected counterfeit items, their traceability, and any potential impact on previously delivered items. Seller shall cooperate fully with Buyer's investigation of any suspected counterfeit items.

(e) If suspect counterfeit or counterfeit parts are identified in any of the Products delivered hereunder, such items will be impounded by Buyer and may be turned over to relevant governmental authorities. Seller shall, at Buyer's option, either (i) promptly replace such suspect/counterfeit parts with new, authentic parts acceptable to Buyer at no additional cost to Buyer, or (ii) provide a full refund to Buyer. Seller shall be liable for all costs, expenses, and damages relating to the identification, removal, replacement, and remediation of said parts, including without limitation: (a) Buyer's external and internal costs of removing such suspect/counterfeit parts, (b) costs of reinserting replacement parts, (c) any testing, validation, or certification necessitated by the reinstallation of Seller's Products, (d) any third-party claims, (e) costs of any required customer notifications, (f) legal and consulting fees, and (g) any costs associated with impact to Buyer's business operations or customer relationships. Seller shall indemnify, defend, and hold harmless Buyer, its affiliates, customers, and their respective officers, directors, employees, and agents from any claims, losses, damages, expenses (including reasonable attorneys' fees), fines, penalties, or liability of any kind, including consequential and punitive damages, arising from or relating to counterfeit parts or suspect counterfeit parts. Buyer's remedies described herein shall not be limited by any other clause agreed upon between Buyer and Seller in this Order and are in addition to any remedies Buyer may have at law, equity or otherwise under this Order.

- (f) Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract.

12. DIMINISHING MANUFACTURING SOURCES

(a) Seller shall notify Buyer in writing with all necessary details within five (5) business days of becoming aware of any potential or actual Diminishing Manufacturing Sources and Material Shortage (DMSMS), including but not limited to any changes in manufacturing sources, component availability, or supply chain disruptions that could affect the Products. Such notice shall include: (i) identification of affected parts by part number and description; (ii) estimated timeline for discontinuance; (iii) proposed alternative solutions; (iv) impact assessment on cost and schedule; and (v) Seller's mitigation plan.

(b) Seller shall notify Buyer in writing with a "last time buy" (LTB) notice for such "end-of-life" (EOL) items immediately upon Seller becoming aware and no later than twelve (12) months prior to their anticipated date of discontinuance or unavailability. Such notice shall include pricing, minimum order quantities, lead times, the final date by which orders must be placed, and form, fit, and function specifications for proposed alternative parts. Failure to provide timely notice shall obligate Seller to: (i) provide equivalent alternative parts at no additional cost to Buyer; and (ii) maintain sufficient inventory to meet Buyer's reasonably forecasted requirements for a minimum of twenty-four (24) months following the original discontinuance date. For parts specified by Buyer in the Order requirements, Buyer and Seller shall negotiate in good faith regarding the allocation of costs associated with qualification and testing of alternative parts.

(c) Seller shall continue to provide LTB or EOL notifications for a period of five (5) years after the last delivery of Goods to Buyer to support Buyer's aftermarket, maintenance, and warranty obligations. Seller shall specifically identify those items by name or title, part number(s), function, where used in the item, and the name and address of the manufacturer, if other than the Seller. Seller shall take all reasonable steps to investigate an alternate, similar or replacement part.

13. CHANGES

(a) Buyer shall have the right by written order to suspend work or to make changes from time to time in the Services to be rendered or Goods to be furnished by Seller hereunder or the delivery date. If such suspension or changes cause an increase or decrease in the cost of performance of the Order or in the time required for its performance, an equitable adjustment shall be negotiated promptly in good faith, and the Order shall be modified in writing accordingly. Any equitable adjustment shall be limited to the direct costs actually incurred or saved as a result of the change, and shall not include anticipated profits on unchanged work or general overhead not directly attributable to the change. Any claim by Seller for adjustment under this Section must be asserted in writing within fifteen (15) days from the date of receipt by Seller of notification of the change or suspension and shall be followed as soon as practicable with a notice of amount claimed and supporting cost figures. However, nothing herein shall excuse the Seller from proceeding diligently with the Order as

changed pending resolution of the claim. Seller's failure to proceed with the changed work shall constitute a material breach of this Order.

(b) No change, alteration, or modification of the Order shall be binding upon either party hereto, unless in writing signed by a duly authorized officer or representative of such party.

14. QUALITY CONTROL SYSTEM AND FLOWDOWN REQUIREMENTS

(a) Seller shall provide and maintain a quality control system to an industry recognized quality standard, and in compliance with any other specific quality requirements identified in this Contract. Records of all quality control inspection work by Seller shall be kept complete and available to Buyer, its customers, and regulatory authorities for a minimum of seven (7) years after final payment or such longer period as required by applicable law or regulation, whichever is longer. Seller shall notify Buyer in writing within ten (10) business days of any changes to its quality certifications, significant quality system changes, changes in manufacturing location, or changes in key suppliers. Seller shall obtain Buyer's prior written approval before implementing any such changes that could affect the form, fit, function, or quality of the Products. Unless otherwise stated in Buyer's specifications, the latest revision of applicable standards, specifications, or similar documents as of the date of this Order shall apply.

(b) Seller agrees to identify and inform Buyer of processes for selecting, qualifying, and managing its subcontractors or suppliers, managing product and processes, flowing down applicable requirements to its subcontractors or suppliers, and assessing its subcontractors' or suppliers' capabilities for compliance.

(c) If the Products are specifically manufactured for Buyer in accordance with drawings, designs, or specifications furnished by Buyer:

- Seller shall provide and maintain an inspection and quality control system acceptable to Buyer and provide access to Seller's facilities and applicable documented information including all lower-tier subcontractors' facilities used in performance of this Order at all reasonable times upon at least forty-eight (48) hours' notice (or immediately in the case of suspected nonconformance or quality issues), and without additional charge, for inspection by Buyer's agents, employees, Buyer's customer and any applicable regulatory authority, and shall provide all tools, facilities, and assistance reasonably necessary for inspection relating to the performance of this Order. Seller shall ensure that all lower-tier subcontracts include equivalent access rights.
- Seller shall supply Buyer with inspection and test reports, affidavits, certifications, technical documents generated or related to this Order, or any other documents as may reasonably be requested by Buyer.
- Seller shall notify Buyer's Authorized Representative in writing at least thirty (30) days in advance of any proposed changes in Product and/or process definition, including changes to materials, suppliers, manufacturing processes, or manufacturing location, and obtain Buyer's written approval prior to proceeding. Seller shall not implement any such changes without Buyer's express written approval. Any changes implemented without

prior approval shall be deemed a material breach and Seller shall bear all costs associated with reverting to the approved Product and/or process definition.

- Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract.

(d) Seller shall include in all subcontracts at any tier the applicable requirements of this Order, including but not limited to: (a) quality control and inspection requirements; (b) intellectual property ownership and protection provisions; (c) confidentiality and proprietary information restrictions; (d) export control and compliance obligations; (e) audit and facility access rights for Buyer and its customers; (f) cybersecurity and data protection requirements; and (g) any other provisions that by their nature should apply to subcontracted work. Seller shall maintain written records demonstrating such flowdown and shall provide evidence of compliance to Buyer upon request. Seller remains fully responsible for all subcontractor performance as if such work were performed by Seller directly.

(e) Seller shall implement and maintain documented procedures for the use of appropriate statistical techniques to evaluate product conformity and acceptance. Such methods shall include sampling plans, variation analysis, and other applicable techniques consistent with industry-recognized standards such as AS9100, ISO 9001, or equivalent quality management standards. Seller shall provide Buyer with evidence of using such techniques within ten (10) business days of Buyer's written request (email being sufficient), including but not limited to statistical process controls charts, sampling inspection records, and documented analysis results. Seller shall retain all such documentation for a minimum of seven (7) years after final payment or such longer period as required by applicable law or regulation, whichever is longer. Seller shall flow down these requirements to all subcontractors at any tier performing work under this Order and shall include such requirements in all subcontracts. Failure to comply with this clause may result in Buyer requiring immediate corrective action, suspension of deliveries pending compliance verification, or rejection of non-conforming Goods.

15. PERSONAL AWARENESS – PRODUCT SAFETY, CONFORMITY, AND ETHICAL BEHAVIOR

(a) Seller shall establish, implement, and maintain documented processes to ensure that all personnel (including employees, contractors, and subcontractors at all tiers) performing work under this Order are aware of and understand:

(i) Contribution to Product or Service Conformity. Their contribution to product or service conformity, including: (i) how their work affects the quality and conformity of the Goods or Services delivered under this Order; (ii) the importance of following documented procedures, specifications, and work instructions; (iii) the consequences of non-conformity to product or service requirements; and (iv) their responsibility to report any actual or potential non-conformities.

(ii) Contribution to Product Safety. Their contribution to product safety, including: (i) how their work affects the safety of the end product or service; (ii) the potential safety implications of non-conforming work or deviation from established procedures; (iii)

their responsibility to identify and report any actual or potential safety hazards or concerns; and (iv) the critical nature of safety-related requirements and the consequences of failing to meet such requirements.

(iii) Importance of Ethical Behavior. The importance of ethical behavior in all aspects of their work, including: (i) adherence to all applicable laws, regulations, and industry standards; (ii) compliance with Buyer's and Seller's codes of business conduct and ethics; (iii) the prohibition against falsifying records, test results, inspection data, or certifications; (iv) the obligation to report suspected violations of laws, regulations, or ethical standards without fear of retaliation; and (v) the consequences of unethical behavior to both Seller's and Buyer's business operations and reputation.

(b) Seller shall provide initial training on these topics to all personnel prior to commencing work under this Order and shall provide refresher training at least annually or whenever significant changes occur to product requirements, safety requirements, or applicable regulations. Seller shall maintain documented evidence of such training and awareness activities and shall provide such documentation to Buyer upon request. Seller may use its existing training programs to satisfy these requirements, provided such programs substantially address the awareness topics specified in subsection (a) above.

(c) Seller shall include the substance of this clause in all subcontracts at any tier where such personnel perform work that affects product conformity, product safety, or involves access to Buyer's Confidential Information.

(d) Seller's failure to comply with this clause may result in Buyer requiring immediate corrective action, suspension of work, or termination of the Order for breach.

16. CONFLICT MINERALS

(a) If Seller is providing Goods to Buyer under this Order, Seller shall use commercially reasonable efforts to:

- identify whether such Goods contain tin, tantalum, gold, or tungsten;
- determine whether any such minerals originated in covered countries, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"); and
- perform appropriate due diligence on its supply chain in support of Buyer's obligations under the Act.

(b) Upon written request by Buyer, Seller shall provide a conflict minerals report using the current Responsible Minerals Initiative (RMI) Conflict Minerals Reporting Template (CMRT) within thirty (30) days of such request. Seller shall update such reports annually or upon any material change in its supply chain. Seller warrants that all information provided in such reports is accurate and complete to the best of its knowledge after due inquiry.

17. WRITINGS REQUIRED AND APPLICABLE LANGUAGE

No notice, order, direction, determination, requirement, consent, approval, or ratification under the Order will bind either Party unless provided in writing and signed by authorized representatives of both parties. For Buyer, authorized representatives are limited to Buyer's Authorized Procurement Representative as designated in the Order. No oral statement of any person whosoever will in any manner or degree modify or otherwise affect the terms of the Order. No extra charge of any kind or change in the price or schedule of the Order will be allowed unless specifically agreed to in writing and signed by Buyer's Authorized Procurement Representative and an authorized representative of Seller prior to Seller incurring any costs associated with such change. Any costs incurred by Seller without such prior written authorization shall be at Seller's sole risk and expense. The Parties agree that the Order, as well as all contractual documents, correspondence, invoices, notice, and other documents, whether technical or non-technical in nature, will be used and delivered in American English. Any conversations and communications shall be in English. Measurements shall be employed in the unit of measure customarily used by Buyer in its country, unless otherwise specified by Buyer in writing.

18. RECORDS AND AUDITS

Seller shall maintain complete financial records and accurate documentation relating to the performance of the Order (including the manufacture, storage, shipment, other transportation, and sale of the Goods and all components thereof) during the performance of, and for three (3) years after final payment under, the Order or longer if otherwise required by applicable law, regulation, or governmental authorities with jurisdiction over Seller or Buyer, whichever is longer. Buyer or its designee has the right (but not the obligation) to audit and inspect Seller's records with respect to amounts invoiced to Buyer (including pass-through costs from third parties) and Seller's compliance with the provisions of the Order. This right extends during the performance of, and for three years after final payment under, the Order. Buyer will give Seller at least ten (10) business days' prior written notice of its audit or inspection, except in cases of suspected fraud, material breach, or quality issues, in which case Buyer may conduct immediate audits without prior notice. If an audit or inspection reveals an overcharge, then an appropriate adjustment shall be made within 30 days by Seller. Seller shall pay all expenses incurred by Seller in supporting the audit and Seller shall promptly refund any overcharges identified. Buyer shall bear audit costs unless the audit follows Seller's default or overcharge, in which case Seller shall reimburse all audit costs and promptly refund overcharges.

19. STOP WORK ORDER

Buyer may at any time by written order require Seller to stop all, or any part, of the work under this Order. Upon receipt of such notice, Seller shall take all reasonable steps to minimize the incurrence of costs allocable to the work under this Order. Within ninety (90) days of the stop work order, Buyer will either cancel the stop work order or terminate the work covered by the order. During the stop work period, Seller shall minimize all costs and shall not undertake any additional commitments or incur any additional expenses without Buyer's prior written approval. Seller shall not be entitled to any adjustment in price or schedule for costs incurred during the stop work period without Buyer's prior written approval.

20. TERMINATION FOR CONVENIENCE

Buyer may terminate the Order in whole or in part, for its convenience. The Buyer shall give written notice of the termination to the Seller specifying the part(s) of the Order terminated and when termination becomes effective. Upon receipt of the notice of termination, Seller shall incur no further obligations except to the extent necessary to mitigate costs of performance and shall provide reasonable transition assistance including knowledge transfer and documentation to facilitate continuity of supply. Upon such termination, Seller will be entitled to (a) compensation for all conforming Goods delivered and Services performed prior to such termination and (b) reimbursement of all reasonable, documented costs actually incurred by Seller prior to such termination in connection with the Services or Goods (except with respect to any Goods that are in Seller's standard stock). Seller will not be entitled to any lost profits or other amounts not described in this Section with respect to any Services not performed or Goods not completed or completed but not delivered to Buyer. No payment shall be made for unfinished work, raw materials, or indirect costs absent Buyer's express written approval.

21. TERMINATION FOR BREACH

Buyer may terminate the Order in whole or in part, effective immediately upon written notice to Seller or upon such later date as set forth in such notice, if Seller (a) fails to deliver any Goods or perform any Services by the time(s) specified in the Order (unless excused as an Excused Delay); (b) gives Buyer reasonable cause to doubt Seller's ability to deliver the Goods or perform the Services in accordance with the Order (including Seller's delivery obligations); or (c) fails to cure a breach of any representation, warranty or other obligation under the Order, including the delivery of nonconforming Goods or the performance of nonconforming Services, within 30 days of Seller's receipt of notice of such breach from Buyer (the cure period being applicable only to the extent such breach is capable of cure). Upon any such termination, Buyer will have no further liability under the Order except to pay for conforming Goods delivered and conforming Services performed prior to such termination.

22. PROPRIETARY INFORMATION

The Order and all of its terms and conditions, including without limitation pricing, specifications, quantities, delivery schedules, and the existence of the business relationship between Buyer and Seller, are confidential and constitute Buyer's Confidential Information. Seller shall implement and maintain cybersecurity controls consistent with NIST Cybersecurity Framework and shall notify Buyer within 24 hours of any actual or suspected data breach, cyber incident, or unauthorized access to Buyer's systems or data. Seller shall not disclose the Order or its terms and conditions to any third party except as may be required by law, court order, government agency with proper jurisdiction, or legally binding discovery request, and only to the extent legally required. If Seller is required to disclose the Order or any of its terms and conditions, Seller shall (i) immediately notify Buyer in writing upon receiving such requirement and in any event no less than ten (10) business days prior to making such disclosure (or such shorter period as legally permitted), (ii) cooperate with Buyer in seeking a protective order or other appropriate remedy to limit or prevent such disclosure,

(iii) make such disclosure on a confidential basis to the maximum extent possible, and (iv) disclose only that portion of the information which Seller is legally compelled to disclose as advised by counsel. Seller acknowledges that Buyer's Confidential Information that may from time to time be made available to Seller is proprietary, commercially sensitive, and competitively valuable, and agrees that such information shall be treated as confidential and protected with the same degree of care that Seller uses to protect its own confidential information of similar importance, but in no event less than reasonable care. The term "Confidential Information" as used herein includes all information and know-how provided to Seller by or on behalf of Buyer or one of its Affiliates, or learned, observed, or derived by Seller in connection with the Order, whether written, oral, visual, electronic, or in any other form, including without limitation technical data, specifications, designs, drawings, business plans, pricing information, customer lists, financial information, and any other proprietary information, except (a) information that Seller can demonstrate by contemporaneous written records and competent proof to have been in its lawful possession prior to disclosure of such information to Seller by Buyer and without any obligation of confidentiality, (b) information that has been furnished to Seller by a third party as a matter of right without restriction on disclosure, that was not received directly or indirectly from Buyer, and that was not obtained by such third party in breach of any confidentiality obligation to Buyer, (c) information that is or becomes available to Seller on a non-confidential basis from a source which Seller can demonstrate through written evidence is not prohibited from disclosing such information to Seller by a legal, contractual or fiduciary obligation to Buyer, (d) information that is independently developed by Seller without any use of or reference to the Confidential Information, as evidenced by contemporaneous written records prepared before any access to Buyer's Confidential Information, and (e) information that is publicly available at the time of disclosure or thereafter becomes part of the public domain through no act, omission, or breach of this agreement by Seller or anyone acting on Seller's behalf. Seller may disclose Confidential Information only to those of Seller's employees, subcontractors, and professional advisors who have a strict need to know such information for the sole purpose of performing Seller's obligations under the Order, and only after such persons have been informed of the confidential nature of such information and have agreed in writing to be bound by confidentiality obligations at least as restrictive as those set forth herein. Seller shall not disclose any Confidential Information to any parent company, subsidiary, affiliate, or related entity without Buyer's prior written consent. Seller shall be fully responsible and liable for any breach of confidentiality by its employees, subcontractors, professional advisors, and any other person or entity to whom Seller discloses Confidential Information, and any such breach shall be deemed a material breach of this Order by Seller. Seller shall make no use of such Confidential Information except as strictly necessary to perform its obligations under the Order, and shall not disclose the same to any third party except as specifically provided herein. Upon completion, termination, or cancellation of the Order, or upon Buyer's written request at any time, Seller shall promptly (and in any event within five (5) business days) return to Buyer or destroy (at Buyer's election) all Confidential Information in any form, including all copies, notes, summaries, analyses, or derivatives thereof, and certify such return or destruction in writing to Buyer. Seller's confidentiality obligations shall survive completion, termination, or cancellation of the Order and shall continue for a period of five (5) years thereafter, except that confidential information constituting trade secrets shall

remain confidential for so long as such information qualifies as a trade secret under applicable law.

23. INTELLECTUAL PROPERTY

(a) “Intellectual Property” (“IP”) as used in the Order shall mean all intellectual property and industrial property rights of any kind, worldwide, including without limitation: (a) utility patents, design patents, industrial designs and all applications for the foregoing, including continuation, divisional, and continuation-in part applications, post-grant review proceedings, reissue, reexamination, and other similar filings or stages thereof; (b) registered and unregistered trademarks, service marks, trade dress, logos, trade names, domain names, and other source identifiers, and all applications and registrations for the foregoing, and all goodwill associated with the foregoing; (c) published and unpublished works of authorship, registered and unregistered copyrights, moral rights, database rights, mask work rights, and all registrations and applications for the foregoing; (d) trade secrets, know-how, technical and business information, ideas, algorithms, inventions, improvements, data, and other confidential and proprietary information, in whatever form; and (e) all rights to sue for past, present, and future infringement or misappropriation of any of the foregoing.

(b) Warranties and Covenants. Seller acknowledges that certain rights, title and interest in the IP associated with the Goods may be owned by a third party. In such event, Seller warrants and represents that it has obtained all necessary rights, licenses, and authorizations from such owner to market, offer for sale, sell and distribute the Goods to Buyer, and to grant Buyer all rights contemplated under this Order. Seller warrants and represents that neither the Goods nor Services, nor any component, material, or element thereof, nor any of the means or processes used to manufacture the Goods or provide the Services, nor Buyer’s use, sale, resale, modification, integration, or other exploitation of the Goods or Services in any manner contemplated by this Order will infringe, misappropriate, or otherwise violate the IP or other proprietary rights of any third party. Seller further warrants that it has conducted appropriate due diligence, including freedom-to-operate analyses where appropriate, to support these warranties.

(c) No Acquired Rights. Except as expressly authorized by the Order in writing, or as otherwise set forth herein, neither party shall acquire directly, by implication, estoppel, or otherwise, any rights, title, or interest in the IP of the other party which existed prior to the effective date of the Order, including, but not limited to inventions described and claimed in patent applications filed prior to the effective date of the Order. For clarity, Seller acknowledges that any license or right to use Buyer’s pre-existing IP must be expressly granted in writing and is limited solely to the performance of this Order unless otherwise specified.

(d) Buyer’s IP. Seller shall respect the IP of Buyer and its Affiliates. Seller may not make, use or sell any materials reflecting the IP of Buyer or its Affiliates for any purpose other than to fulfill the Order, without Buyer’s express written permission. Seller may not sell or distribute or cause to be sold or distributed either directly or indirectly, any Goods that display or incorporate the IP of Buyer or any of its Affiliates, to anyone other than Buyer. All IP developed by the Buyer, whether as part of the Order or outside of the Order, including

without limitation IP developed with Buyer internal research and development funds or in connection with Buyer's other projects, shall be solely and exclusively owned by Buyer, with all rights, title, and interest vesting in Buyer, and without any rights, licenses, or claims granted to the Seller. Any use of such Buyer IP by Seller requires Buyer's prior written consent and, if set forth in the Order, shall be licensed to Seller only pursuant to a separate written license agreement approved by Buyer.

(e) Seller's IP. Subject to Section 23(b) above, all IP conceived, developed, created, or reduced to practice by the Seller, alone or jointly with others, under, in connection with, or arising out of this Order, including all improvements, modifications, and derivative works thereof ("Developed IP"), shall be deemed works made for hire to the extent permitted by applicable law and shall be solely and exclusively owned by Buyer with all rights, title, and interest vesting in Buyer upon creation. For the avoidance of doubt, Developed IP includes all intellectual property rights in and to any Developed Materials (as defined in Section 23(g)). To the extent any such Developed IP does not qualify as work made for hire or ownership does not automatically vest in Buyer by operation of law, Seller hereby irrevocably assigns, transfers, and conveys to Buyer all rights, title, and interest in and to such Developed IP, and agrees to execute any documents reasonably necessary to perfect Buyer's ownership. Seller shall promptly disclose all such Developed IP to Buyer in writing. Seller shall also, prior to its use in connection with this Order, disclose to Buyer in writing any background intellectual property that was conceived, developed, created, or reduced to practice by Seller prior to or independent of this Order, and that is or is intended to be (i) incorporated into or embedded in any Goods, Services, or Developed Materials delivered under this Order, or (ii) necessary for Buyer to use, operate, maintain, repair, or support the Goods, Services, or Developed Materials in accordance with their intended purpose and specifications (collectively, "Essential Background IP"). Essential Background IP may be used only with Buyer's prior written approval. With respect to any Essential Background IP that Seller discloses in writing to Buyer prior to its use in connection with this Order, Seller hereby grants Buyer a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license (sublicensable only to Buyer's customers and authorized service providers) to use such Essential Background IP solely to the extent necessary for Buyer to use, operate, maintain, repair, and support the specific Goods, Services, and Developed Materials delivered under this Order. To the extent that Seller uses any Essential Background IP in connection with this Order without prior written disclosure to and approval from Buyer, Seller hereby grants to Buyer a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license, with the right to sublicense through multiple tiers, to use, reproduce, display, execute, modify, make, have made, and prepare derivative works of such undisclosed Essential Background IP to the extent necessary for Buyer to exploit fully its rights in the Goods, Services, Developed Materials, and any other deliverables provided under this Order. Seller represents and warrants that it has the right to grant all licenses set forth in this Section 23(e) and that the exercise of such licenses will not infringe, misappropriate, or violate any third-party intellectual property rights.

(f) Joint IP. All IP conceived, developed, or reduced to practice jointly by the Parties, or by employees, agents, or contractors of both Parties, under, in connection with, or arising out of this Order shall be solely and exclusively owned by the Buyer with all rights, title, and interest vesting in Buyer. Seller hereby irrevocably assigns to Buyer all of Seller's rights, title, and interest in any such jointly developed IP and waives any right to be named as an inventor

or author except as required by law. Seller agrees to execute any documents reasonably necessary to perfect Buyer's sole ownership of such jointly developed IP. For clarity, there shall be no joint ownership of IP under this Order, and any IP that might otherwise be considered jointly owned shall be owned solely by Buyer.

(g) Patent Applications and Inventions. All patent applications filed on Inventions shall be paid for by the Party that owns title to the Invention. The non-filing party shall reasonably cooperate with the filing party in connection with the prosecution, filing, and maintenance of such patent applications. In the case where Seller is the non-filing Party, the Buyer will reimburse the Seller at reasonable rates for labor and expenses for such cooperation. Seller shall proactively identify and propose cost-saving innovations, process improvements, and value engineering opportunities, with benefits to be shared equitably between the parties as agreed in writing. All drawings, software, specifications, models, reports and other materials developed by Seller in performing the Order ("Developed Materials") shall be Buyer's sole property and deemed works made for hire. Seller irrevocably assigns all rights, title and interest in Developed Materials to Buyer.

24. INDEMNIFICATION

Seller shall defend, indemnify, and hold harmless Buyer, Buyer's customers, and their respective Affiliates, officers, directors, employees, agents, and subcontractors against and from any and all claims, actions, suits, proceedings, demands, assessments, judgments, costs, and expenses (including reasonable attorneys' fees, expert witness fees, and litigation costs), arising or alleged to have arisen from, or that are related to, any of the following: (a) any breach or alleged breach of the Order by Seller, or any of its employees, agents, subcontractors, or suppliers, (b) any actual or alleged defects in the Goods or Services, their failure to comply with the Specifications, warranties, or representations, or any failure to meet applicable laws, regulations, or industry standards, (c) any negligence, gross negligence, recklessness, willful misconduct, or strict liability of Seller or any of its employees, agents, subcontractors, or suppliers in connection with the Order, including, but not limited to, personal injury, bodily injury, illness, or death of any persons (including employees, contractors, or third parties) and damage to or loss of any property (tangible or intangible) arising out of or in connection with the Goods, Services, or performance of work hereunder, or (d) any actual or alleged intellectual property infringement, misappropriation, or violation of proprietary rights (including but not limited to patents, copyrights, trademarks, trade secrets, or other intellectual property rights, whether registered or unregistered) that may arise from or relate to the Goods or Services, any materials, components, software, firmware, designs, methods, or processes used to manufacture, develop, or provide the Goods or Services, or Buyer's use, sale, distribution, modification, or integration of the Goods or Services, whether alone or in combination with other products or services. If as a result of any suit, proceeding, or claim, the Goods or Services or any part thereof are held or alleged to constitute any such infringement, misappropriation, or violation, or if their use, sale, or distribution by Buyer or Buyer's customers is enjoined or threatened to be enjoined, Seller shall, at Buyer's option and at no cost to Buyer, promptly either: (1) procure for Buyer and Buyer's customers the right to continue using, selling, and distributing the Goods or Services without limitation, (2) replace the Goods or Services with a fully functional non-infringing equivalent that meets all Specifications and requirements, or (3) modify the Goods or

Services so they become non-infringing without any degradation of the functionality, performance, quality, or compliance with Specifications. If Seller cannot accomplish any of these remedies within thirty (30) days, or such shorter period as may be required by the circumstances, Buyer may, at its option, return the Goods or Services for a full refund of all amounts paid, plus any additional costs incurred by Buyer, and terminate the Order without penalty or further obligation. Seller shall reimburse Buyer for all costs associated with any work-around, redesign, or alternative sourcing required during any period of injunction or threatened injunction. The obligations under this paragraph shall survive any termination or expiration of the Order and shall continue for the maximum period permitted by applicable law.

25. RELEASE OF INFORMATION

Seller shall not publish, distribute, or use any information developed under or about the existence of the Order, or use the Buyer's name, logo, trademarks, or any other proprietary marks for the purpose of advertising, making a news release, creating a business reference, creating website content, social media posts, marketing materials, or for Goods or Services endorsement without the prior written approval of Buyer, which approval may be withheld in Buyer's sole discretion. Seller shall submit any proposed use to Buyer at least fifteen (15) business days prior to intended publication or use. Any unauthorized use shall constitute a material breach of this Order and Seller shall immediately cease such use upon notice from Buyer and shall indemnify Buyer for any damages resulting from such unauthorized use.

26. INSURANCE AND PRECAUTIONS

(a) Seller shall procure and maintain during the term of the Order and for a period of one (1) year following completion or termination of the Order, and at its expense, insurance in sufficient amounts to ensure its obligations and liabilities hereunder. Such insurance shall include at a minimum the following:

- Automobile liability insurance coverage for all owned, non-owned and hired vehicles protecting the Seller from automobile bodily injury and property damage liability with limits of at least \$1,000,000 per occurrence.
- Commercial general liability insurance which includes broad form contractual, property damage, products/completed operations, personal injury, premises-operations, independent contractors, and subcontractors. Coverage will be on a per occurrence basis with limits of liability no lower than \$1,000,000 per occurrence and \$1,000,000 general aggregate.
- Such insurance of employees as may be required by any workers' compensation act or other law, regulation or ordinance which may apply in the circumstances, including employer's liability coverage for injury, disease and death, with coverage limits of not less than \$1,000,000 per accident and employee.

(b) Seller shall name Buyer as additional insured when requested by Buyer.

(c) Certificates of Insurance: Upon Buyer's request, Seller shall furnish to Buyer certificates of insurance setting forth the amount(s) of coverage, policy number(s) and date(s)

of expiration for insurance maintained by Seller. Seller shall provide an endorsement on each policy in (a) above providing that Buyer shall receive thirty (30) days prior written notification from the insurer of any termination or cancellation of coverage. Seller's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Seller of its obligations or liabilities under the Order.

(d) Self-Assumption: Any self-insured retention, deductibles and exclusions in coverage in the policies required under this Insurance and Precautions clause will be assumed by, for the account of and at the sole risk of Seller or its subcontractor which provides the insurance and, to the extent applicable, will be paid by Seller or its subcontractor. In no event will the liability of Seller or any of its subcontractors thereof be limited to the extent of any of the minimum limits of insurance required herein.

(e) Protection of Property: If Seller's work under the Order involves operations by Seller on Buyer's or its customer's premises, Seller agrees to comply with all the rules and regulations established by Buyer for access to and activities in and around premises controlled by Buyer or Buyer's customer, and take all proper precautions in its operations against the occurrence of injury to any person or damage to property, and to be responsible for and to hold Buyer harmless from all fines, penalties, or loss incurred by reason of failure to comply with this Insurance and Precautions clause.

27. TAXES

The price of this Order includes all applicable foreign and domestic federal, state, and local taxes, duties, tariffs, and similar fees ("Taxes") levied upon, or measured by, the sale, the sales price, or use of Products and/or the performance of Services associated with this Order. If any Tax included in the price is subsequently reduced or eliminated, the price shall be reduced accordingly, and Seller shall promptly notify Buyer of any such reduction and refund any overpayment. Seller represents and warrants that it has properly calculated all applicable Taxes and shall indemnify and hold Buyer harmless from any errors or omissions in such calculations.

28. FORCE MAJEURE

(a) Neither Seller nor Buyer shall be liable for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to any cause beyond their commercially reasonable control and not reasonably foreseeable at the time of entering into this Order and without their fault or negligence which cause prevents a Party from performing its obligations under the Order or results in the inability of a Party to perform its obligations under the Order; provided, however, that Seller's financial inability to perform, changes in cost or availability of materials, components or services based on market conditions, supplier actions, contract disputes, or labor shortages shall not constitute a force majeure event. Such causes include, but are not limited to:

- acts of God, war, riot, embargos, acts of civil or military authorities, fire, flood, epidemics, terrorism, quarantine restrictions, freight embargoes, or unusually severe weather affecting either party; or

- similar causes beyond their commercially reasonable control and which are not foreseeable or causes beyond the commercially reasonable control of their subcontractors which are not foreseeable.
- Seller's financial inability to perform, changes in cost or availability of materials, components or services, supplier actions, contract disputes, or labor shortages do not constitute Force Majeure. COVID-19 and its variants are excluded as Force Majeure events for Seller.

(b) The Party whose performance is so affected shall notify the other Party in writing within five (5) business days after the beginning of any such cause(s), providing detailed information about the nature and expected duration of the force majeure event, and shall provide weekly updates thereafter regarding the status and mitigation efforts. In all cases, the Parties shall use reasonable efforts to avoid or minimize all such failures or delay in performing their obligations hereunder, including exercising work-around plans or obtaining the Goods or Services from other sources.

29. APPLICABLE LAWS

(a) The Order and any dispute arising hereunder will be governed by the laws of the State of Delaware, and the parties hereby consent to the exclusive jurisdiction of the state and federal courts located in Delaware without regard to its conflicts of law provisions.

(b) Seller certifies and warrants that prices charged for the Goods and/or Services are not in excess of those permitted under any applicable regulation or law, and that such prices are consistent with Seller's pricing to similarly situated customers for similar quantities and delivery terms. Seller further agrees to comply with all applicable federal, state, and local laws, regulations, ordinances, and rules including those relating to environmental protection, energy, and labor (including those regarding discrimination, unfair labor practices, anti-kickback, and collusion), anti-corruption laws (including the Foreign Corrupt Practices Act), and data privacy laws. Seller shall establish measurable performance targets for quality, delivery, cost, and sustainability metrics and provide quarterly performance reports to Buyer. Seller also agrees to procure and maintain at its sole expense all permits, licenses, certifications, and approvals necessary for compliance with the Order and shall provide copies of such documentation to Buyer upon request.

(c) Upon reasonable written notice (not less than five (5) business days except in cases of suspected non-compliance, where notice may be shorter), Buyer or its authorized representatives may audit all pertinent books, records, work sites, offices, and documentation of Seller during normal business hours in order to verify compliance with this clause and any other provision of the Order. Seller shall cooperate fully with such audits and provide access to all requested materials. Such audit rights shall extend to Seller's subcontractors and suppliers at all tiers. Buyer's audit rights shall survive for three (3) years following final payment or completion of the Order, whichever is later.

30. EXPORT CONTROLS

- (a) Seller shall indemnify, defend, and hold harmless Buyer, its Affiliates, and their respective officers, directors, employees, and agents from and against any and all damages, liabilities, penalties, fines, costs, and expenses, including reasonable attorneys' fees and costs of investigation and defense, arising out of or relating to any claims, suits, allegations, or charges of Seller's failure to comply with all applicable "Export Regulations" of the United States, including but not limited to the International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), and Office of Foreign Assets Control (OFAC) regulations. Any failure of Seller to comply with the provisions of this Export Controls clause shall be a material breach of the Order. Seller acknowledges that it will be responsible for ensuring that all U.S. Government export control requirements will be conveyed to all sub-tier suppliers or subcontractors that will be provided or may have access to Technical Data or Defense Services provided under the Order.
- (b) Seller shall immediately inform Buyer (within twenty-four (24) hours of discovery or receipt) of any actual or alleged violations of any applicable Trade Control Laws, including any suits, actions, proceedings, notices, citations, inquiries, investigations, or other communications from any government agency concerning any actual or alleged violations in Seller's performance under this Order. Seller shall provide Buyer with copies of all such communications and shall comply with all reasonable requests from Buyer for information regarding such violations. Seller shall not respond to any such government inquiry without first consulting with Buyer and obtaining Buyer's written consent to the proposed response, except where immediate response is legally required, in which case Seller shall notify Buyer immediately after providing such response.
- (c) Seller shall control the disclosure of and access to technical data, information, and other items received under the Order in accordance with U.S. export control laws and regulations, including but not limited to the ITAR and EAR. Seller acknowledges that it is solely responsible for determining whether the information provided by Buyer constitutes technical data as defined in applicable regulations prior to any release to a third party, and Seller shall not rely on any classification or designation provided by Buyer in making such determination. Seller shall maintain written procedures for export control compliance and shall provide evidence of such procedures to Buyer upon request. Seller shall indemnify, defend, and hold harmless Buyer and Buyer's customer, and their respective Affiliates, officers, directors, employees, agents, and subcontractors, in accordance with Section 24 (Indemnification) for any violations of such laws and regulations by Seller, its employees, agents, or subcontractors at any tier. This indemnification obligation shall survive termination or expiration of the Order.
- (d) Seller represents and warrants that as of the date of the Order, neither Seller nor any of its Affiliates, officers, directors, or owners is listed on any Excluded or Denied Party List of an agency of the U.S. government, and that Seller's export privileges have not been denied, suspended, or revoked. Seller shall immediately notify Buyer (within twenty-four (24) hours) if it, any of its Affiliates, officers, directors, or owners is or becomes listed on any such list, or if Seller's export privileges are denied, suspended, or revoked. Upon any such listing, denial, suspension, or revocation, Buyer may immediately terminate this Order without liability and Seller shall refund any payments received for undelivered Goods or unperformed Services.

31. INDUSTRIAL PARTICIPATION OBLIGATIONS

- (a) Notwithstanding whether or not the Order is issued in direct support of a foreign sale, Seller agrees to support Buyer's Industrial Participation Obligations. To the exclusion of all others, Seller agrees that Buyer, its subsidiaries, Affiliates or its designees may use the value of the Order to satisfy Industrial Participation Obligations that Buyer may have with Seller's country. Seller shall provide documentation or information which Buyer or its assignees may reasonably request to substantiate claims for industrial benefits or Industrial Participation Obligations credits.
- (b) Seller agrees to identify and retain for Buyer's exclusive use any Industrial Participation Obligations credits generated from the content of Work which Seller either produces itself and/or procures from suppliers at any tier for work arising out of or related to the Order. Within five (5) business days after selection of a non-U.S. supplier for work under the Order, Seller shall notify Buyer in writing of the name, address, supplier point of contact (including telephone number and email address), country of origin, and dollar value of the subcontract. To the exclusion of all others, Seller agrees that Buyer, its subsidiaries, Affiliates, or its designees may use the value of such credits to satisfy Industrial Participation Obligations that Buyer may have. Seller shall maintain detailed records of all IPO-eligible work and provide annual reports to Buyer summarizing such activities.
- (c) Buyer reserves the right to assign Industrial Participation Obligation credits generated through Seller's efforts under the Order to third parties.
- (d) Seller shall include the substance of this Industrial Participation Obligations clause, in favor of Buyer, in its subcontracts issued at all tiers pursuant to the Order.

32. COMMUNICATIONS

Except as required by law or regulation, Buyer shall be solely responsible for all liaison and coordination with Buyer's customer. Seller shall not communicate with Buyer's customer, directly or indirectly, without Buyer's prior written consent, which consent may be withheld in Buyer's sole discretion. Any inadvertent communication with Buyer's customer shall be reported to Buyer within twenty-four (24) hours, along with a detailed written description of the communication. Seller shall immediately forward to Buyer any communications received from Buyer's customer within twenty-four (24) hours of receipt, without responding to such communications unless expressly authorized in writing by Buyer. Violation of this provision shall constitute a material breach of the Order and may result in immediate termination for cause.

33. ASSIGNMENTS

Seller acknowledges that it has been selected by Buyer to meet Buyer's particular needs. Therefore, Seller may not assign any rights or subcontract or delegate any of its obligations due or to become due under the Order without the prior written consent of Buyer. Any purported assignment, subcontracting or delegation by Seller without such consent shall be

void. Buyer may assign the Order to (i) an Affiliate, (ii) any successor in interest by way of merger, stock purchase or otherwise, or (iii) Buyer's customer.

34. CHANGES TO NAME AND PLACE OF MANUFACTURE

Seller shall not change the location of manufacture of the Goods, the performance of the Services to be provided to Buyer under the Order, or the place of performance of any Work without first providing at least ninety (90) days written notice to Buyer prior to the date of initiation of the relocation activity and obtaining Buyer's prior written consent. Any such change shall be at Seller's sole cost and expense, and Seller shall be responsible for maintaining uninterrupted supply of Goods and Services throughout any transition period. Buyer may require Seller to maintain additional inventory or implement other measures to ensure continuity of supply during any such transition.

35. DISPUTES

(a) All disputes between Buyer and Seller under the Order will be submitted in writing for resolution through mutual agreement to ascending levels of management of the respective Parties. If the Parties' ascending levels of management are unable, after good faith efforts, to settle the dispute within sixty (60) calendar days after the dispute is submitted in writing, or such later date as the Buyer and the Seller may have agreed in writing, either Party may submit the dispute to a court of competent jurisdiction in the state where Buyer's principal place of business is located. Seller shall continue performance during any dispute resolution process, and Buyer may, at its option, withhold payment of disputed amounts pending resolution. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY AGREES TO WAIVE ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY (IF APPLICABLE). The Order shall be governed by Delaware law. Venue shall be in Delaware courts, and both parties confirm waiver of jury trial rights. Notwithstanding the above, either Party may seek injunctive or other equitable relief, at any time, in any court of competent jurisdiction.

(b) Pending final resolution of any dispute, Seller shall proceed with performance under the Order unless otherwise instructed by Buyer. The rights and obligations of this clause shall survive completion of and final payment under the Order.

36. ENTIRE AGREEMENT

(a) The order of precedence of the documents applicable to this Order shall be as follows (listed in descending order of precedence); provided that, all applicable export control regulations, aviation safety requirements, ITAR/EAR regulations, and national security requirements must be complied with regardless of precedence. In the event of any inconsistency or conflict between documents: (i) with respect to export control, aviation safety, ITAR/EAR, and national security requirements, the most stringent requirement shall apply; and (ii) for all other matters, the document higher in the order of precedence shall control:

- 1) Order Form
- 2) Order Terms and Conditions

- 3) Statement of Work
- 4) Technical Specifications
- 5) Quality Requirements
- 6) Other documents expressly incorporated and appended to the Order

(b) The Order, together with all documents incorporated herein by reference, constitute the entire agreement between Buyer and Seller, and there are no terms, conditions, or provisions either oral or written between the parties hereto, other than those herein contained, and the Order supersedes any and all oral or written representations, inducements, or understandings of any kind or nature between the parties hereto relating to the subject matter hereof.

37. SEVERABILITY

If any provision of the Order or application thereof is found to be invalid, illegal or unenforceable by law, the remainder of the Order will remain valid, enforceable and in full force and effect, and the parties will negotiate in good faith to substitute a provision of like economic intent and effect.

38. SURVIVABILITY

Seller's obligations that, by their very nature, must survive expiration, termination, or completion of the Order, shall survive expiration, termination, or completion of the Order, including, but not limited to, obligations under the following: Applicable Laws, Diminishing Manufacturing Sources, Disputes, Export Controls, Indemnification, Intellectual Property, Proprietary Information, Records, and Warranty

39. ELECTRONIC TRANSMISSION

The parties agree that if the Order is transmitted electronically, neither party shall contest its validity, or any acknowledgment thereof, on the basis that the Order or acknowledgment contains an electronic signature.

40. FEDERAL ACQUISITION REGULATION (FAR) AND DEFENSE FAR SUPPLEMENT (DFARS) FLOWDOWN CLAUSES AND PROVISIONS

(a) The FAR and DFARS clauses referenced below, including any amendments, supplements, or revisions thereto, in effect on the date of this Order, are incorporated herein by reference, with the same force and effect as if they were given in full text. If any of the FAR/DFARS clauses contained herein do not apply to this Order due to the nature of the work performed or the dollar value of the Order, such clauses are considered not applicable to this Order.

(b) Unless the context requires otherwise, the following terms in the FAR and DFARS clauses shall be revised as follows: "Contractor" shall mean "Seller," "Contracting Officer" shall mean "Buyer," "Contract" shall mean this Order, and "Government" shall mean "Buyer and/or the Government." In cases where the term "Government" includes rights, such as

inspection, audit, or termination rights, it shall mean "Buyer and the Government" to ensure Buyer has the same rights as the Government.

FAR Clauses

Clause	Description
52.202-1	Definitions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.204-27	Prohibition on a ByteDance Covered Application
52.204-30	Federal Acquisition Supply Chain Security Act Orders
52.219-8 ¹	Utilization of Small Business Concerns (Applicable when the Order offers further subcontracting opportunities)
52.222-35 ¹	Equal Opportunity for Veterans
52.222-36 ¹	Equal Opportunity for Workers with Disabilities
52.222-37 ¹	Employment Reports on Veterans
52.222-40 ¹	Notification of Employee Rights Under the National Labor Relations Act
52.222-50	Combating Trafficking in Persons
52.224-3	Privacy Training
52.225-26	Contractors Performing Private Security Functions Outside the United States
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act—Covered Foreign Entities
52.245-1	Government Property
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels

DFARS Clauses

Clause	Description
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.204-7004	Antiterrorism Awareness Training for Contractors
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.204-7020	NIST SP 800-171 DoD Assessment Requirements (Applicable to all Orders, except for commercially available off-the-shelf items)
252.204-7021	Cybersecurity Maturity Model Certification Requirements
252.211-7003	Item Unique Identification and Valuation
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives
252.223-7008	Prohibition of Hexavalent Chromium
252.223-7009	Prohibition of Procurement of Fluorinated Fire-Fighting Agent for Use on Military Installations
252.225-7007	Prohibition On Acquisition of United States Munitions List Items From Communist Chinese Military Companies
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (Applies if the furnished item under this Order contains specialty metals. Paragraph (d) is deleted.)
252.225-7013	Duty-Free Entry
252.225-7039	Defense Contractors Performing Private Security Functions Outside the United States
252.225-7048	Export-Controlled Items
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten

Clause	Description
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime
252.225-7060	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region
252.225-7061	Restriction on the Acquisition of Personal Protective Equipment and Certain Other Items from Non-Allied Foreign Nations
252.225-7967	Prohibition Regarding Russian Fossil Fuel Business Operations (Deviation 2024-O0006)
252.225-7972	Prohibition on the Procurement of Foreign Made Unmanned Aircraft Systems (Deviation 2024-O0014)
252.227-7013	Rights In Technical Data—Other Than Commercial Products or Commercial Services
252.227-7014	Rights in Other Than Commercial Computer Software and Other Than Commercial Computer Software Documentation
252.227-7015	Technical Data—Commercial Products and Commercial Services
252.227-7016	Rights in Bid or Proposal Information
252.227-7037	Validation of Restrictive Markings on Technical Data
252.239-7010	Cloud Computing Services
252.244-7000	Subcontracts for Commercial Products or Commercial Services
252.246-7003	Notification of Potential Safety Issues
252.246-7007	Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	Sources of Electronic Parts

Superscript 1 indicates that the clause does not apply to international suppliers when work is performed exclusively outside the United States and its outlying areas.