



REDWIRE SPACE SOLUTIONS AND REDWIRE SPACE COMPONENTS – TERMS AND CONDITIONS OF SALE

These Terms govern all sales of goods ("Goods") and services ("Services") between Redwire Space Solutions, LLC and Redwire Space Components, LLC (collectively, "Redwire") and the buyer listed on the face of the purchase order ("Buyer"). "Goods" includes, without limitation, Redwire's RF Products, Star Trackers and Core Sun Sensors product lines. No purchase order shall be binding on Redwire unless and until acknowledged in writing by an authorized representative of Redwire. The purchase order, together with these Terms (collectively, the "Contract") comprise the entire agreement between the parties with respect to this transaction and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

1. GOVERNING TERMS. Redwire's acceptance of any purchase order from Buyer is subject to the express condition that Buyer agrees to these Terms. Express acceptance of these Terms or acceptance of delivery shall constitute Buyer's agreement with these Terms. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. PRICING. Unless otherwise agreed upon in writing by an authorized representative of Redwire (e.g., in the purchase order), the pricing for the Goods and Services contained in Redwire's most recent price quote shall apply or, if no price quote is provided (or if such price quote has expired), then the price for the Goods and Services set forth in Redwire's most recent price list shall apply. All price quotes shall be valid for thirty (30) days from the date of issuance unless otherwise specified in writing by Redwire. Notwithstanding any contrary provision, Redwire's prices do not include any shipping, handling, insurance, taxes, duties, excises, gross receipts tax, or any other government-imposed charges. Buyer shall be responsible for all such additional charges, as applicable; provided that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Redwire's income, revenues, gross receipts, personal or real property, or other assets.

3. SCHEDULE. Any delivery date for Goods ("Delivery Date") and/or performance schedule milestones for Services ("Milestone Date") shall be documented in the purchase order or the applicable Statement of Work ("SOW"), if any. Delivery or performance within fifteen (15) days before or after a Delivery Date or Milestone Date, as applicable, shall be considered timely. Redwire shall not be liable for any delays in delivery or performance, and any Delivery Dates or Milestone Dates are estimates only and not guaranteed delivery dates.

4. CHANGE IN LAWS. If there is a change in any state or federal law, executive order, regulation, rule or interpretation thereof or any new state or federal law, executive order, regulation, rule or interpretation thereof after the effective date of the Contract, which affects the Contract or the activities of either party under the Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under the Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Contract. If the parties are unable to reach an agreement concerning the modification of the Contract within thirty (30) days after the date of the notice seeking renegotiation, then either party may terminate the Contract by written notice to the other party.

5. PRICE ADJUSTMENT. If the cost of raw materials, labor or other inputs into the price increases by more than five percent (5%) as measured by the Producer Price Index (PPI) or any other commercially reasonable index selected by Redwire, Redwire may, upon thirty (30) days' written notice to Buyer, adjust the price proportionately to reflect such increases. Buyer's continued acceptance of Goods or Services after such notice shall constitute acceptance of the adjusted pricing.

6. CHANGES. Any mutually agreed changes to a purchase order or SOW shall be documented in a written contract modification. Redwire shall be entitled to extend the Delivery Date as needed to comply with such changes and shall be entitled to an equitable price increase for all such changes, to the extent they result in any increased costs for Redwire.



7. DELIVERY; TITLE AND RISK OF LOSS. For deliveries within the U.S.A., terms are FCA, Redwire's facility (INCOTERMS 2020). For deliveries outside of the U.S.A., terms are FCA, freight forwarder's office at port of exit (INCOTERMS 2020) (in either case, the place of delivery shall be referred to herein as the "Delivery Point"). The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order. Redwire shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, Redwire shall deliver the Goods to the Delivery Point using Redwire's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within three (3) days of Redwire's (or its chosen carrier's) written notice that the Goods have been delivered to the Delivery Point. If Buyer fails to take delivery within such period, Redwire may, at its option and without liability: (i) store the Goods at Buyer's risk and expense (including storage fees of \$500 per day or Redwire's actual costs, whichever is greater); (ii) sell the Goods at the best price readily obtainable and charge Buyer for any shortfall below the purchase order price plus costs of sale; or (iii) terminate the purchase order and retain any payments made as liquidated damages. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point and will unload and release all transportation equipment promptly, so Redwire incurs no demurrage or other expense. For U.S.A. deliveries, title and risk of loss pass to Buyer upon delivery to the freight carrier. For non-U.S. deliveries, title and risk of loss pass to Buyer upon delivery to the freight forwarder/carrier.

8. INSPECTION AND REJECTION OF GOODS. (a) Buyer shall inspect the Goods within five (5) business days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Redwire in writing of any Non-Conforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Redwire to support such claim. If such notice of Non-Conforming Goods is not received within the Inspection Period, the Goods will be deemed accepted. As used herein, a "Non-Conforming Good" means a Good that does not comply with Redwire's specifications ("Specifications"); (b) If Redwire delivers to Buyer a quantity of Goods of up to ten percent (10%) more or less than the quantity set forth in the purchase order, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods at the applicable price adjusted pro rata; (c) If Buyer timely notifies Redwire of any Non-Conforming Goods and Redwire is able to substantiate the claim based upon the information provided by Buyer, then Redwire shall, in its sole discretion, (i) replace such Non-Conforming Goods with conforming Goods, or (ii) credit or refund the price for such Non-Conforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Non-Conforming Goods to the delivery location designated by Redwire. Redwire shall have thirty (30) days from receipt of the returned Non-Conforming Goods to inspect and verify the claim. If Redwire exercises its option to replace Non-Conforming Goods, Redwire shall, after verifying the nonconformity and receiving Buyer's shipment of Non-Conforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point within a reasonable time; and (d) Buyer acknowledges and agrees that the remedies set forth in this Section are Buyer's exclusive remedies for Non-Conforming Goods.

9. PROHIBITION OF PROVISION OF GOODS. Buyer agrees that it will not sell, transfer, assign, lease, sublicense, or otherwise provide in any way, any Goods or Services delivered under this Contract to any third party without the express prior written consent of Redwire, which consent may be withheld in Redwire's sole discretion. Any violation of this provision shall entitle Redwire to seek immediate injunctive relief in addition to all other available remedies, and Buyer acknowledges that monetary damages would be insufficient to remedy such breach.

10. PAYMENT TERMS. Where credit terms are extended by Redwire to Buyer, payment terms shall be net thirty (30) days from the date of invoice unless otherwise expressly agreed in writing by an authorized representative of Redwire. All invoices not subject to credit terms shall be payable in advance or upon delivery as specified by Redwire. Any credit extended by Redwire to Buyer is subject to prior credit approval and Redwire's continued satisfaction with Buyer's creditworthiness, which may be reevaluated by Redwire at any time. Redwire reserves the right to suspend Buyer's credit terms and demand cash in advance or cash on delivery for any purchase order, or to alter the payment terms based on its assessment of Buyer's creditworthiness. In such a case, Redwire may withhold shipments until the unsatisfactory credit situation is resolved to Redwire's satisfaction without incurring any liability.



If Redwire believes in good-faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any invoice when due, without prejudice to any other remedies available to it at law or in equity, upon Redwire's demand, Buyer shall make immediate payment of any amounts then due and at Redwire's option it may (i) suspend delivery of any Goods or Services under the applicable purchase order until such payment is made; (ii) cancel any purchase order or any remaining balance thereof; (iii) recover all costs of collection including, but not limited to, reasonable attorneys' fees; (iv) repossess the Goods for which payment has not been made; (v) charge interest at the rate of one point five percent (1.5%) per month (eighteen percent (18%) per annum) on the past due amount, or the maximum interest percentage allowed by law, whichever is greater. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Redwire, whether relating to Redwire's breach, bankruptcy, or otherwise. Buyer expressly waives any right of set-off, counterclaim, or recoupment and agrees to pay all undisputed amounts when due. Any disputed amount must be raised in writing within ten (10) days of the invoice date or such dispute shall be deemed waived.

11. WARRANTY. Subject to the qualifications below, Redwire warrants that its Goods shall comply with the Specifications and shall be free from defects in material and workmanship under normal use, for a period of twelve (12) months after delivery or productive use of the Goods, including but not limited to launch of the spacecraft with the Goods, whichever occurs earlier (the "Warranty Period"). Redwire warrants that it has good title to the Goods, free from any security interests or encumbrances. Redwire warrants to Buyer that it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

a. General Exceptions. (a) The warranties set forth in this Section 11 do not apply if Redwire reasonably determines that: (i) the Goods or Services have been modified or subjected to operating conditions or unapproved test protocols that are outside of, or inconsistent with, the Specifications or the SOW, as applicable; (ii) the non-conformity with the warranty is the result of misuse, abuse, unauthorized alteration, accident, or improper testing, installation, use, storage, transportation or handling; (iii) any original identification markings have been removed, defaced, or altered; or (iv) the Goods were designated by Redwire as non-production units (e.g., design verification, sample, pre-production, developmental, prototype, incomplete, or fallout units). (b) Redwire shall not be liable for a breach of the warranties set forth in Section 11 unless: (i) Buyer gives written notice of the defective or non-conforming Goods or Services, as the case may be, with detailed description of the defect and supporting documentation, to Redwire within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Redwire is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 11 to examine such Goods and Buyer (if requested to do so by Redwire) returns such Goods to Redwire's place of business at Redwire's cost for the examination to take place there; and (iii) Redwire reasonably verifies Buyer's claim that the Goods or Services are defective or non-conforming. (c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11. For Third Party Products, Redwire's sole obligation shall be to assign or pass through to Buyer, to the extent assignable and permitted by the third-party manufacturer, any warranty that Redwire receives from such manufacturer.

b. Remedies. Redwire's liability for breach of the warranties in Section 11 is solely and exclusively limited to, at Redwire's option, replacement, re-performance (for Services), repair, or purchase price credit for any Goods or Services that fail to meet the warranty during the Warranty Period. Any warranty claims hereunder shall be made by Buyer in writing within thirty (30) days of discovery of the defect and not by Buyer's subcontractors, agents or any other third party. Failure to provide timely written notice shall constitute a waiver of any warranty claims.

c. Limitations. **THE WARRANTIES SET FORTH IN THIS SECTION 11 ARE THE ONLY WARRANTIES MADE BY REDWIRE WITH RESPECT TO THE GOODS, SERVICES, AND THIRD PARTY PRODUCTS AND REDWIRE MAKES NO OTHER WARRANTIES EXPRESS, IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY, WARRANTY OF TITLE, WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, OR WARRANTY OF NON-INTERFERENCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REDWIRE DISCLAIMS ALL SUCH**



WARRANTIES.

12. RESERVATION OF IP RIGHTS. Except for a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Goods or Services solely for their intended purpose as specified in the applicable purchase order, the sale of Goods or Services hereunder does not convey any license to any patent, trademark or service mark, copyright, trade secret, or any other intellectual property (collectively, “IP”) right of Redwire. Any IP provided, produced, conceived, or otherwise developed by Redwire hereunder shall be the sole property of Redwire, and Buyer shall have no ownership or any other rights in such IP. Redwire expressly reserves all of its IP rights. Redwire expressly reserves its right in IP ownership in any Goods purchased under this Contract. Buyer acknowledges that Redwire's products are based, in part, upon valuable trade secrets. Buyer shall not (directly or indirectly) reverse engineer, decompile, or disassemble Redwire's products without Redwire's prior written consent. Buyer also agrees that it will not induce its customers or any other third party to perform any such reverse engineering. Upon termination or expiration of the Contract, Buyer shall immediately cease all use of Redwire's IP and, at Redwire's option, return or destroy all materials containing Redwire's IP and certify such destruction in writing.

13. IP INDEMNITY. Subject to the qualifications below, Redwire shall defend, indemnify, and hold harmless Buyer against any final, non-appealable judgment or court-approved settlement for any third party claim that the Goods or Services purchased and paid for hereunder, when used in accordance with the Specifications and Redwire's instructions, directly infringe a third party's valid and enforceable U.S. patent or copyright.

a. **Exceptions.** This indemnity shall not apply to any infringement arising out of (i) Redwire's compliance with Buyer's specifications, designs, or instructions, (ii) Redwire's use of Buyer's IP licensed to Redwire (including without limitation any implied license of Buyer's IP regarding the Goods or Services purchased hereunder); (iii) Buyer's modifications of the Goods or Services by Buyer; (iv) Buyer's combination of the Goods and Services with other goods and services not provided by Redwire; and (v) Buyer's use of the Goods and Services not in accordance with the Specifications or with Redwire's written instructions. Buyer shall defend, indemnify, and hold harmless Redwire and its affiliates and subsidiaries against any third-party infringement claim against Redwire, its affiliates or subsidiaries arising from the situations set forth in Sections (a)(i) – (v) above.

b. **Limitations.** Buyer shall provide Redwire with written notice within five (5) business days of becoming aware of any actual or threatened third party infringement claim regarding the Goods or Services. Failure to provide such notice within this timeframe shall relieve Redwire of any indemnity obligation hereunder to the extent Redwire is materially prejudiced by such delay. Redwire shall have sole control over the defense, settlement, and resolution of such third-party infringement claim, including the right to select counsel, and Buyer shall not make any admissions, settle, or otherwise compromise such claim without Redwire's prior written consent. Buyer shall fully cooperate with Redwire (at Redwire's expense) in connection with such defense, including providing access to relevant documents, witnesses, and information.

c. **Remedies.** If the Goods or Services are determined by a final, non-appealable judgment to be infringing, or in Redwire's reasonable determination are likely to be found infringing by a court of competent jurisdiction, then Redwire may (at its sole option and discretion) (i) modify or replace the Goods, or re-perform the Services, in a non-infringing (but substantially similar) manner, (ii) procure for Buyer the right to continue using the Goods or Services, or (iii) exercise the refund remedy set forth below. If none of these alternatives are commercially reasonable or practical in Redwire's sole discretion, then for infringing Goods, Redwire will refund to Buyer a pro rata amount calculated based on the remaining useful life of the Goods (using straight-line depreciation over a five (5) year useful life) at the time of the final infringement determination, less any amounts previously paid or owed to Buyer under this Section 13. For infringing Services, Redwire will refund to Buyer the amounts actually paid for the infringing Services, less any value received by Buyer from such Services prior to the infringement determination. In either case, Buyer shall return or destroy the infringing Goods or cease use of the infringing Services upon receiving such refund.

THE FOREGOING STATES REDWIRE'S ENTIRE LIABILITY, AND BUYER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OF



ANY OTHER PARTY.

14. CONFIDENTIALITY. The Contract and its terms and conditions are confidential. Buyer shall not disclose the Contract or its terms and conditions to any third party except as may be required by a court, government agency or proper discovery request. If Buyer is required to disclose the Contract or any of its terms and conditions, Buyer shall make such disclosure on a confidential basis and shall promptly notify Redwire in writing prior to making such disclosure. Buyer agrees that Redwire's Confidential Information that may from time to time be made available to Buyer is to be treated as confidential. The term "Confidential Information" as used herein includes all information and know-how provided to Buyer by or on behalf of Redwire or one of its affiliates whether written or disclosed orally except (a) information that Buyer can demonstrate by competent proof to have been in its possession prior to disclosure of such information to Buyer by Redwire, (b) information that has been furnished to Buyer by a third party as a matter of right without restriction on disclosure and that was not received directly or indirectly from Redwire, (c) information that is or becomes available to Buyer on a non-confidential basis from a source which, to the best of Buyer's knowledge after due inquiry, is not prohibited from disclosing such information to Buyer by a legal, contractual or fiduciary obligation to Redwire, (d) as evidenced by written records, information that is independently developed by Buyer without use or reference to the Confidential Information, and (e) any other information once it becomes part of the public domain by publication or otherwise through no act or omission of Buyer. Buyer may disclose Confidential Information only to those of Buyer's employees and subcontractors who have a legitimate need to know such information in connection with the Contract and who are bound by written confidentiality obligations at least as protective as those contained herein. Buyer shall be responsible for any breach of confidentiality by its employees and subcontractors. Buyer shall make no use of such Confidential Information except as necessary to perform its obligations under the Contract and shall not disclose the same to any third party except as specifically provided herein. Upon termination or expiration of the Contract, or upon Redwire's request, Buyer shall promptly return or destroy all Confidential Information and certify such return or destruction in writing. The obligations under this Section 14 shall survive for a period of five (5) years from the date of disclosure of the Confidential Information or termination of the Contract, whichever is later.

15. GOVERNING LAW; VENUE. These terms and any associated transactions shall be governed by the laws of the State of New York, USA without application of any conflict of laws provisions. The parties expressly disclaim any application of the U.N. Convention on the International Sale of Goods. Any controversy or claim that may arise out of or in connection with the Contract that after good faith negotiations cannot be resolved to the parties' satisfaction shall be submitted exclusively to the state and federal courts located in New York County, New York, and each party hereby irrevocably consents to the personal jurisdiction and venue of such courts and waives any objection based on forum non conveniens or any other ground.

16. NO CONSEQUENTIAL DAMAGES. EXCEPT FOR (A) ANY CONFIDENTIALITY BREACH OR VIOLATION OF A PARTY'S IP RIGHTS, (B) BUYER'S INDEMNIFICATION OBLIGATIONS, (C) BUYER'S PAYMENT OBLIGATIONS, OR (D) BUYER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY ANTICIPATED OR LOST PROFITS OR REVENUE, GOODWILL, COVER COSTS, LOSS OF TIME, LOSS OF DATA, BUSINESS INTERRUPTION OR FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, LOSSES OR EXPENSES THAT ARISE FROM ANY CAUSE HEREUNDER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

17. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY CONTRARY PROVISION, EXCEPT FOR (A) REDWIRE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (B) REDWIRE'S CONFIDENTIALITY OBLIGATIONS, OR (C) REDWIRE'S VIOLATION OF BUYER'S IP RIGHTS, IN NO EVENT SHALL REDWIRE'S TOTAL LIABILITY (TOGETHER WITH THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) ARISING OUT OF OR RELATED TO THE CONTRACT, WHETHER ARISING



OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PRICE ACTUALLY PAID BY BUYER FOR THE GOODS AND/OR SERVICES UNDER THE APPLICABLE PURCHASE ORDER THAT GIVES RISE TO SUCH LIABILITY.

18. SEVERABILITY. If any provision of the Contract shall be found illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected thereby.

19. INTEGRATION; AMENDMENT AND MODIFICATION. The Contract represents the final and complete agreement of the parties. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

20. INSURANCE. During the term of the Contract and for a period of three (3) years thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 per occurrence/\$2,000,000 in the aggregate, umbrella/excess liability insurance with available limits of at least \$5,000,000 per occurrence, and workers' compensation insurance as required by applicable law, with financially sound and reputable insurers rated A- or better by A.M. Best. Upon Redwire's request, Buyer shall provide Redwire with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Redwire and its affiliates, officers, directors, employees, and agents as additional insureds on a primary and non-contributory basis. Buyer shall provide Redwire with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Redwire's insurers and Redwire.

21. EXPORT/IMPORT COMPLIANCE. Buyer is solely responsible for: (a) complying with all applicable export, import, and trade control laws, regulations, and requirements related to the purchase, export, import, and use of the Goods, including without limitation the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and regulations administered by the Office of Foreign Assets Control (OFAC), (b) obtaining all necessary export and import licenses, permits, and approvals required for the transportation and delivery of the Goods, (c) handling and paying all customs duties, taxes, and fees arising from the export or import of the Goods, and (d) indemnifying and holding Redwire harmless from any claims, damages, penalties, or losses arising from Buyer's failure to comply with such laws and regulations. Buyer represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties.

22. TERMINATION. In addition to any remedies that may be provided under these Terms, Redwire may terminate the Contract with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under the Contract and such failure continues for five (5) business days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any material provision of these Terms and fails to cure such breach within ten (10) days after receipt of written notice thereof (or if such breach cannot reasonably be cured within ten (10) days, fails to commence cure within such period and diligently pursue cure to completion); (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (d) breaches any export control, confidentiality, or intellectual property provision of these Terms. Upon any termination, Buyer shall immediately pay all amounts due and owing to Redwire, and Redwire may retain any deposits or prepayments as liquidated damages.

23. WAIVER. No waiver of any of the provisions of the Contract is effective unless explicitly set forth in writing and signed by the waiving party. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Contract operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

24. FORCE MAJEURE. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term of the Contract (except for any



obligations of Buyer to make payments to Redwire hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events (collectively, "Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or other natural disasters, epidemics, pandemics or casualties or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of the Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within five (5) business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and providing reasonable detail regarding the nature of the Force Majeure Event and its impact on performance. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If a Force Majeure Event affecting Redwire's performance continues for more than ninety (90) days, Redwire may, in its sole discretion, terminate the affected purchase order or the Contract upon written notice to Buyer without liability. If a Force Majeure Event affecting Buyer's performance (other than payment obligations, which are not excused by Force Majeure) continues for more than sixty (60) days, Redwire may terminate the affected purchase order or the Contract upon written notice to Buyer, and Buyer shall remain liable for all amounts due for Goods delivered or Services performed prior to termination.

25. ASSIGNMENT. Buyer shall not assign any of its rights or delegate any of its obligations under the Contract without the prior written consent of Redwire, which consent may be withheld in Redwire's sole discretion. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under the Contract. Redwire may freely assign its rights and obligations under the Contract to any affiliate or in connection with any merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without Buyer's consent.

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

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

28. NOTICES. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to Buyer at the address set forth on the face of the purchase order and to Redwire at 170 Jetplex Blvd SW, Suite E, Huntsville, AL 35824, Attn: Legal Department, or to such other address or contact as may be designated by the receiving party in writing from time to time. All Notices shall be delivered by: (i) personal delivery, which shall be deemed received upon delivery; (ii) nationally recognized overnight courier (with all fees pre-paid), which shall be deemed received on the next business day after deposit with such courier; (iii) email (with written confirmation of transmission by the recipient), which shall be deemed received on the date of transmission if sent before 5:00 p.m. (recipient's local time) on a business day, and otherwise on the next business day; or (iv) certified or registered mail (return receipt requested, postage prepaid), which shall be deemed received three (3) business days after deposit with the U.S. Postal Service. Except as otherwise provided in the Contract, a Notice is effective only (a) upon deemed receipt by the receiving party in accordance with the foregoing, and (b) if the party giving the Notice has complied with the requirements of this Section. "Business day" means any day other than a Saturday, Sunday, or a day on which banks in the State of New York are authorized or required to be closed.

29. SURVIVAL. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Contract including, but not limited to, the following provisions: Reservation of IP



Rights, Confidentiality, Indemnification, Payment Obligations (for amounts accrued prior to termination), Insurance (for the period specified therein), Export/Import Compliance, Governing Law, Venue, No Consequential Damages, Limitation of Liability, and Survival.