

AEROMOTION by TEXTRON AVIATION

PURCHASE ORDER TERMS AND CONDITIONS

1. **CONTRACT FORMATION AND ACCEPTANCE OF PURCHASE ORDER.** In these Purchase Order Terms and Conditions ("Terms and Conditions"), Textron Aviation Inc. and its subsidiaries will be known as "Buyer" and the supplier of the goods or services will be known as "Seller" hereunder, each of whom may be referred to individually as "Party" or collectively as "Parties." This Purchase Order ("Order") shall be accepted by Seller by shipment of goods (the term "goods" throughout this Order includes without limitation, raw materials, components, intermediate assemblies and end products), performance of services, commencement of work on goods, written acknowledgement, or any other conduct of Seller which recognizes the existence of a contract pertaining to the subject matter hereof. Buyer's Order will be deemed accepted if Seller does not acknowledge the Order within seventy-two (72) hours of receipt. NO PURPORTED ACCEPTANCE OF THIS ORDER ON TERMS AND CONDITIONS WHICH MODIFY, SUPERSEDE, OR OTHERWISE ALTER THE TERMS AND CONDITIONS HEREOF SHALL BE BINDING UPON BUYER UNLESS THEY ARE ACCEPTED IN WRITING BY AN AUTHORIZED PURCHASING REPRESENTATIVE OF BUYER NOTWITHSTANDING BUYER'S ACCEPTANCE OR PAYMENT FOR ANY SHIPMENT OF GOODS OR SIMILAR ACT OF BUYER. Unless otherwise stated on the face of this Order, this Order is Buyer's offer to Seller and does not constitute an acceptance by Buyer of any offer to sell or proposal by Seller. Any reference herein to any such offer or proposal by Seller is solely for the purpose of incorporating the description and specifications of the subject matter thereof into this Order and then only to the extent that such description and specifications do not conflict with the description and specifications on the face of this Order. It is understood that any conditions of sale printed anywhere on the form of acknowledgement issued by Seller are deemed to be null and void, and will not be binding on Buyer.

2. **DELIVERY.** (a) Delivery must be in strict compliance with the schedule contained in this Order and shall be made by Seller at such times and places and of such items and quantities as are specified by Buyer. Parts fabricated in excess or in advance of Buyer's requirements contained in this Order are at Seller's risk. Buyer reserves the right to return to Seller, at Seller's expense, all goods received more than seven (7) calendar days ahead of the required delivery date or in excess of Buyer's Orders. Buyer reserves the right, without loss of discount privileges, to pay invoices covering items shipped in advance of the schedule on the normal maturity after the date specified for delivery.

(b) If Seller fails to meet its scheduled delivery dates and Buyer elects to call for expedited shipments, Seller will pay the actual expedited rate incurred. Should Buyer accept goods which are not delivered on or before the required delivery date, which option Buyer reserves, Seller shall be liable for all additional costs incurred by Buyer because of such delay(s) including, but not limited to, telecommunication costs, additional or premium transportation charges, special handling expenses, and costs to Buyer to install the materials out of normal manufacturing sequence in addition to other remedies available by law to Buyer.

(c) Title and risk of loss shall remain in Seller until goods are delivered IncoTerms 2020 FCA Seller's facility. Notwithstanding such delivery, Seller shall bear risk of loss or damage to goods purchased hereunder from the time that Buyer gives notice of rejection of goods pursuant to the inspection provisions of this Order. If Seller encounters or anticipates difficulty in meeting the delivery schedule, Seller shall immediately notify Buyer in writing, giving pertinent details; provided however, that the receipt of such data shall be for information purposes only and shall not be construed as a waiver by Buyer of any delivery schedule or date or of any rights or remedies provided by law or this Order. If Seller fails to make

delivery promptly and regularly, as required by the Order, Buyer may, in addition to other remedies available at law, terminate this Order in accordance with the article of this Order entitled "Termination for Default." Nothing contained in this Article shall prevent termination by Buyer under the provisions of the "Termination for Default" articles of this Order.

(d) Any goods or services which are nonconforming as to the quality, quantity, or delivery schedule will constitute a breach of this Order. In the event of such a tender, Buyer will be entitled to all remedies as provided by law, and in addition thereto will have the right to do any or all of the following, at Seller's risk and expense: (1) to reject the goods or services in whole or in part (including the right to hold such nonconforming goods for a reasonable period pending such determination); (2) to return such nonconforming goods to Seller for replacement or correction (Buyer's election); (3) to accept such nonconforming goods or services subject to an equitable price reduction; (4) to replace or correct such nonconforming goods or services and charge to Seller the cost occasioned to Buyer thereby; (5) to reject and repackage nonconforming deliveries at Seller's expense; (6) to recover by setoff or otherwise any and all expenses, costs, price reductions, and damages paid, incurred, or suffered by Buyer as a result of any of the foregoing (including those related to late deliveries); or (7) to terminate this Order, previous purchase Orders and all other agreements.

3. SHIPPING INSTRUCTIONS. (a) Seller agrees to (i) prepare and package goods in accordance with ASTM-D3951 - Standard Practice for Commercial Packaging, (ii) comply with Buyer's shipping and routing instructions as specified in Article 2(b), above, (iii) comply with appropriate export requirements, and (iv) describe the goods on the bill of lading in conformity with appropriate freight classifications. Any additional charges resulting from failure to comply with this provision, including incidental and consequential damages, shall be charged to Seller. Each container must be marked to identify contents and quantities without opening. Packing lists and certifications, when applicable, must accompany each shipment and must have only one (1) Order per Seller packing sheet. The location of the packing list must be clearly marked on the container. When multiple containers are used, the packing list will show the items in each container. Multiple containers will be numbered consecutively, for example, 1 of 4, 2 of 4, etc. Buyer's purchase Order number and plant location must appear on all invoices, packing sheets, delivery tickets, shipping orders and bills of lading. Buyer assumes no obligation for materials shipped in excess of quantity as shown on this Order.

(b) Unless otherwise stated on the face of the Order, shipping terms are Incoterms 2020 FCA Seller's facility.

(c) For international shipments, Seller shall comply with Federal Regulation Title 19 CFR 149 (ISF-Importer Security Filing) and Federal Regulation 6 U.S.C. 944, as amended by Section 1701 of Title XVII ("Maritime Cargo").

(d) If Buyer requires or requests Seller to apply Buyer specified computer scannable bar codes on the packing sheets and/or goods containers, then Seller agrees the bar codes are exclusively for Buyer's use. Seller shall not use the specified bar codes for its own purposes. Seller agrees to indemnify and hold Buyer harmless for any damages, costs, attorney fees, etc., that arise out of any use by Seller of the Buyer specified bar codes other than as provided herein.

4. PRICING, INVOICING AND PAYMENT.

(a) Pricing: Buyer will not be bound to any prices or delivery schedule to which it has not specifically agreed to in writing. This Order may not be invoiced at a higher purchase price than shown on the face of this Order. If no price is shown, the goods delivered or service rendered shall be invoiced at the price last quoted, last paid or the prevailing market price, whichever is lower. No additional charge will be allowed for packing, crating, drayage or storage.

Seller represents that the prices set forth herein are no less favorable than those offered to any other customer of Seller. In the event Seller's pricing structure is revised downward resulting in the prices of goods or services being higher than those offered to any other customer of Seller, Seller agrees to retroactively adjust the prices set forth herein downward so that Buyer is not required to pay more than any other customer of Seller at any point in time.

Goods' prices include, and Seller shall be responsible and shall pay, all taxes, duties, dues, impositions, tariffs, exactions, and other related charges imposed under any present or future law, regulation, or order, whether now or hereafter in force, for the goods or any item that is required in the production and manufacture of the goods, up to the goods' delivery point stated in this Order. Prices shall not include any taxes, duties, dues, impositions, tariffs, exactions, or other related charges for which Buyer has furnished a valid exemption certificate or other evidence of exemption. If it is determined that any such amount was included in the price and was not required to be paid by Seller, Seller will promptly reimburse the same to Buyer.

Unless otherwise specified, prices are Incoterms 2020 FCA Seller's facility as shown on the face of this Order and are exclusive of state sales and use taxes.

(b) Invoicing: If Seller is on Evaluated Receipts Settlement ("ERS"), Seller is not required to send a billing invoice with the goods shipment. Buyer's payment will be processed on goods receipt and will be based on the Order price, quantity received and payment terms.

If Seller is not on ERS, Seller shall issue individual invoices showing the Order number and Order item number for each shipment applying against an Order. One copy of each invoice must be rendered detailing prices and extensions. Seller will mail an invoice within three (3) days after the shipping date, and will not send an invoice before the shipping date. Rejection of goods, delays in delivery, delivery in advance of Order delivery date, and incorrect invoices or shipping documentation will be cause for Buyer to delay or withhold payment without loss of Buyer's cash discount privileges.

Seller shall provide a "Commercial Invoice" for all goods imported to Buyer in accordance with and as set out in further detail herein in **Article 29 International Trade Compliance**.

(c) Payment: If Seller is on ERS, Buyer's payment will be processed on goods receipt or completion of services and will be based on the Order price, quantity received and payment terms. ERS payment terms are Net 30 days after receipt of goods. If Seller is not on ERS, payment terms are Net 30 days after invoice date.

5. INSPECTION. (a) Seller agrees to inspect and test all goods furnished in performance of this Order to insure compliance with the specifications and other requirements of this Order. Quality records (e.g.,

test reports, certifications, inspection documentation, build records, etc.) shall be retained by Seller for at least ten (10) years after shipment of goods.

(b) All goods delivered or services rendered will be subject to inspection and testing by Buyer, its customers and any higher-level contractors, including government agencies, before and during performance and after delivery. Any inspection or testing shall not constitute an acceptance of the results thereof. Neither failure to inspect nor acceptance of an inspection or testing will relieve Seller of any obligation herein and will not be construed as a waiver by Buyer of Buyer's rights or remedies set forth herein.

(c) Acceptance by Buyer does not relieve Seller of liability for latent defects, negligence, fraud, or such gross error or defects as amount to fraud. Buyer shall have the right to reject any goods found not to be in compliance with the specifications or other requirements of this Order. The obligations of this Article shall survive the cancellation, termination or completion of this Order.

6. LIMITED WARRANTY. (a) Seller expressly warrants that all goods furnished hereunder shall (1) conform to all specifications, drawings, samples, or other descriptions furnished, specified or adopted by Buyer and to all other requirements of this Order; (2) be of merchantable quality and fit and sufficient for the purpose intended; (3) be free from defects in material and workmanship and, to the extent such goods are not manufactured pursuant to detailed designs of Buyer, be free from defects in design; (4) be free of operational or functional problems caused by computer software, processes or systems; and (5) be free from defects in title and any claims of any third parties. Such warranties, together with Seller's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the goods and shall run to Buyer, its successors, assigns, customers at any tier, and all end users.

(b) Seller shall be liable for and save Buyer harmless from any loss, damage, or expense whatsoever that Buyer may suffer from the breach of any of these warranties.

(c) No goods thus returned will be replaced or corrected by Seller without Buyer's written instructions. Goods that have been rejected or required to be corrected shall not thereafter be tendered for acceptance unless the former rejection or correction requirement is disclosed in writing. The obligations of this Article shall survive the cancellation, termination, or completion of this Order.

(d) The terms of this section are not intended to control third party claims against Buyer. In the event of third party claims against Buyer relating to goods furnished pursuant to these Terms and Conditions, the obligations of Seller to Buyer are controlled by Article 17 Insurance and Indemnification herein.

(e) Seller shall notify Buyer within twenty-four (24) hours of the discovery of any defect in the goods furnished or services rendered under this Order or any previous purchase Orders.

7. BUYER CHANGES. Buyer shall have the right at any time to make changes in one or more of the following: (i) drawings, designs or specifications; (ii) method of shipment or packing; (iii) place or time of delivery or performance of services; and (iv) the quantities covered by this Order. Notices of changes hereunder shall be delivered to Seller in writing and Seller shall be bound by such changes upon receipt of such writing. Seller understands and agrees that it shall not be entitled to any financial adjustment as a

result of Buyer's changes in the time of delivery or time of performance of services. Unless Seller presents to Buyer, with respect to any required changes in drawings, designs or specifications or method of shipment or packing by Buyer hereunder, an itemized statement of claim against Buyer within twenty (20) days after receipt of notice of such changes, Seller shall be conclusively deemed to have waived all claims against Buyer therefore. Changes in the total quantities covered by this Order shall be accepted at no cost to Buyer, provided Buyer gives a minimum thirty (30) days written notice of such change.

8. CONFIGURATION CONTROL AND SELLER CHANGES. (a) With the exception of mandatory changes directed by a recognized Governmental Agency and not excluding the Terms and Conditions of this Order, Seller shall make no change in design, manufacturing or assembly processes or source of supply which would affect form, fit, function, weight, or performance of the goods ordered hereunder, without the express, written approval of Buyer and in compliance with Buyer's supplier quality requirements. In the event the Seller proposes such a change, the Seller shall provide a copy of the proposed revision and supporting data to Buyer for written approval. These design changes shall include the reason for and description of change, serial number(s) affected and effective date of the change. Changes requiring the issuance of a service bulletin or service information letter will be fully documented including illustrations as applicable.

(b) Seller shall not have authority to make any changes to Buyer's drawings or drawings supplied by a prime contractor to whom Buyer is a subcontractor.

(c) Changes requested by Seller must be documented and consented to in writing by Buyer. All other information, advice, approvals or instructions given by Buyer's technical personnel or other representatives will be deemed expressions of personal opinion only and will not affect Buyer's and Seller's right and obligations hereunder.

(d) Should Seller fail to obtain Buyer's written approval prior to delivering modified goods, Buyer may reject the goods and seek all applicable rights and remedies, and the delivery of non-conforming goods shall be treated as if delivery has not occurred, and Seller shall be considered delinquent to its obligation to deliver in strict compliance with the schedule contained in an Order. The obligations of this Article shall survive the cancellation, termination, or completion of any Orders.

9. QUALITY. (a) Seller shall implement and maintain a quality program acceptable to Buyer and in accordance with Buyer's quality and reliability requirements for the goods delivered and services rendered under this Order. Seller shall comply with the current revision of Supplier Quality Requirements Manual ("SQRM"), which can be accessed at <https://aeromotion.txtav.com/quality>. Seller will have the continuing obligation to immediately notify Buyer of change or deviation from Seller's approved quality program and to notify Buyer of any goods delivered or services rendered during the period of such change or deviation. Buyer will at all times be entitled but not required to place and maintain a resident quality representative at Seller's principal place of business or at Seller's subcontractor(s) to review and ensure Seller's performance of the approved quality program.

(b) The following administrative fee shall apply if elected by Buyer for Seller nonconformance. Buyer may debit Seller's account, or recover by offset or otherwise, \$250.00 USD as an administrative fee for

each non-conformance where the non-conforming goods are determined to be caused by Seller. Such fee is solely for a one-time instance of issuance and processing of the Quality Notification paperwork for each QN, and excludes all other costs. Such exclusion of other costs includes but is not limited to the exclusion of costs associated with engineering and manufacturing labor hour costs, disruption, out-of-sequence work, overtime, travel, shipping, late delivery fees, tort damages, parts, material, and interim lift. The parties agree that this administrative fee is neither a liquidated damage nor a penalty, and the fee is in addition to any damages recovery for non-conforming goods allowed under this Order.

10. EQUIPMENT, TOOLING AND FURNISHED PROPERTY. (a) Unless otherwise agreed in writing, Seller shall furnish at its own expense all special dies, tools, jigs, fixtures, equipment and patterns used in the performance of this Order ("Tooling"), the same to be kept in good condition and to be replaced by Seller when necessary without expense to Buyer.

(b) Unless otherwise agreed in writing, Tooling, drawings, other manufacturing data (including all copies of reprints thereof), and any and all material furnished by Buyer, or specifically paid for by Buyer, shall be the property of Buyer and subject to removal at Buyer's request, shall be used only in filling Orders from Buyer and shall be subject to the provisions of the Article of this Order entitled "DATA," if applicable. Seller shall provide proper care and maintenance of Buyer's Tooling. If damage, significant wear, or loss of Buyer's Tooling occurs, Seller shall provide immediate notice to Buyer, and at Buyer's choice, replace Buyer's Tooling without cost to Buyer, or provide Buyer full reimbursement of the Tooling costs, within thirty (30) days of the notice. Prior to relocating any Buyer-owned Tooling from Seller's original manufacturing facility assigned to perform the requirements of this Order, Seller shall obtain written authorization from Buyer. Seller shall not rework or alter Buyer's Tooling, nor shall Seller use Buyer's Tooling for the benefit of other parties, nor allow other parties to use Buyer's Tooling. Seller shall not create or incur any lien, claim, or encumbrance upon Buyer's Tooling.

(c) Seller affirms that Buyer, where Buyer has the obligation to provide material used in parts manufactured by Seller, has provided sufficient quantities of material for this Order and Seller further agrees should Seller require additional material as a result of Seller's failure to comply with the requirements herein or for any other reason, Seller shall purchase additional materials, in sufficient quantities to satisfy this Order, at Buyer's costs plus a ten percent (10%) handling fee. Said items shall be held at Seller's risk and shall be kept free from liens or encumbrances of any nature and insured at all times by Seller in an amount equal to the replacement cost thereof, with loss to be paid to Buyer. Written notice of loss or damage shall be furnished to Buyer within seven (7) days from date thereof.

(d) Specifications, drawings, designs, manufacturing data and any other information transmitted to Seller by Buyer in connection with the performance of this Order are disclosed in confidence, must be returned when the Order(s) are completed, and neither they nor the information contained therein shall be disclosed to others or reproduced or copied by Seller without Buyer's prior express written consent. The obligations of this Article shall survive the cancellation, termination, or completion of this Order.

(e) Goods manufactured or services rendered in accordance with Buyer's specifications and drawings will not be furnished or quoted to any other party without Buyer's prior written consent.

(f) Seller shall certify with an annual Letter of Compliance that all Buyer-owned Tooling has been maintained in good condition and is suitable for producing parts consistent with the requirements of this Order, and that the Tooling is still located at the facility designated to perform the requirements of this Order. If Seller fails to comply with this requirement, Buyer may, by written notice to Seller, terminate this Order as upon a default in accordance with the "Termination for Default" Article of this Order, in addition to any other rights or remedies provided by law.

11. INFRINGEMENT. (a) Seller warrants that the sale, use, or incorporation into manufactured products of machines, parts, components, services, devices, material, goods and rights furnished or licensed hereunder which are not of Buyer's design, composition, or manufacture will be free and clear of infringement of any valid patent, copyright, trademark or other proprietary rights. Seller agrees that it will, at its own expense (including but not limited to the payment of attorneys' fees, court costs and any bond or appeal from any adverse judgment), indemnify, defend and hold harmless Buyer, its affiliates and Buyer's customer from and against any and all claims, charges or lawsuits asserted or instituted by any party against Buyer, its affiliates and/or its customers for alleged infringement of any patent, copyright, mask work, trade secret, trademark, or other intellectual property right, proprietary right, or similar right caused by or relating to the manufacture or use of goods manufactured by or for Seller and furnished to Buyer in the performance of an Order, or relating to the manufacture or use of such goods in combination with other articles of manufacture as intended or as contemplated by this Order or as is otherwise recommended by Seller, except where such claims, charges or lawsuits arise from Seller's manufacture of the goods pursuant to drawings or designs furnished to Seller by Buyer, provided Buyer gives Seller reasonable notice in writing of any such claims or charges, and of the institution of any such lawsuit of which it has knowledge and provides Seller with control over the defense and/or settlement of the applicable claims. In the event of any claim that any goods furnished hereunder infringe any patent, copyright, trademark or similar right Seller may, at its option and expense: (i) procure for Buyer, its affiliates and/or its customers the right to continue using the goods, or (ii) replace or modify the goods so that such goods become non-infringing provided the replaced or modified goods comply with the specification for the goods and Seller remains responsible for all other commitments regarding the goods contained in this Order, including any applicable product support agreement. Seller further agrees that in case of any settlement including the payment of any monies, Seller will pay all monies due under the settlement. Seller further agrees that in case of a final judgment or award of damages or other monetary relief in any such lawsuit, it will pay such judgment or award and will indemnify and hold harmless Buyer and all persons claiming under Buyer in respect to such award, court costs, attorney fees, and expenses incurred by reason thereof. Seller shall notify Buyer in writing of each such notice or claim of which Seller has knowledge.

(b) Counsel selected by Seller to represent Buyer or its customers in any lawsuit over which Seller is to provide a defense shall be subject to the prior written approval of Buyer, which approval shall not be unreasonably withheld. Additionally, in the event that a conflict of interest arises between Buyer (or Buyer's customer) and Seller so that the same counsel cannot properly represent both Buyer (or Buyer's customer) and Seller in the same lawsuit, Buyer may select separate counsel to represent Buyer (or Buyer's customer), and no later than the fifteenth (15th) day of each month Seller shall reimburse Buyer for all

legal fees, costs and expenses (including expert fees) paid by Buyer in the immediately preceding month. Further, in the absence of any such conflict of interest, Buyer shall have the right to separate or additional counsel to represent Buyer (or Buyer's customer) at Buyer's sole expense.

(c) Seller shall not enter into any settlement of any claim or lawsuit under this Article 11 in which Buyer (or Buyer's customer) is a party to the settlement, without the prior written consent of Buyer, which consent shall not be unreasonably withheld.

(d) Buyer designating or specifying a particular part, component, or third party supplier shall not be deemed to constitute a Buyer-furnished drawing or design, and shall not limit Seller's indemnification obligations.

(e) The obligations of this Article 11 shall survive the cancellation, termination, or completion of any Order.

12. NOTICE OF LABOR DISPUTES. Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Order, Seller shall immediately give notice thereof to Buyer, including all relevant information with respect thereto. Delivery delays caused by labor disputes shall be governed by Article 2 "DELIVERY".

13. COMPLIANCE WITH LAWS. (a) Seller agrees to comply with all applicable local, state and federal laws, orders, directives and regulations heretofore or hereafter promulgated including, without limitation, the Fair Labor Standards Act, the regulations and orders of the U.S. Department of Labor, applicable OSHA and EPA requirements, and the U.S. Department of Transportation regulations on hazardous materials. Seller shall not source goods or services in violation of any U.S. trade regulation, nor shall Seller procure goods or services in violation of the Lacey Act (16 U.S.C. §§ 3371–3378). In addition Seller agrees to comply with the Textron Code of Conduct for Suppliers and other Business Partners available at http://www.textron.com/assets/resources/Textron_Code_of_Conduct_Suppliers_Business_Partners.pdf

(b) Seller represents and warrants that neither it nor any of its subtier suppliers will utilize child, slave, prisoner or any other form of forced or involuntary labor or engage in abusive employment or corrupt business practices, in the performance of this Order. At Buyer's request Seller shall certify in writing its compliance with the foregoing.

(c) Seller warrants that it has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986 with a view toward securing any business from Buyer or influencing such person with respect to the terms, conditions, or performance of any contract with or purchase order from Buyer, nor has Seller engaged in any practice in violation of the Foreign Corrupt Practices Act of 1977. Any breach of this warranty will be a material breach of each and every contract between Buyer and Seller.

(d) Seller agrees to indemnify and hold Buyer harmless and defend it from and against any loss, damage, fine, penalty, demands or expense whatsoever (including attorney's fees and other professional expenses) that Buyer may suffer as a result of or relating to Seller's failure to comply with any of the provisions of this Article 13. The foregoing is in addition to and not in mitigation of any other requirements of this Order.

14. STOP WORK ORDER. Upon a ten (10) calendar day written notice and without recourse, Buyer may issue a stop work order to Seller to suspend work on goods or services. In due course, Buyer may issue written notice to Seller to restart the work and Seller shall do so within ten (10) calendar days after receipt of Buyer's notice. Seller shall subsequently perform in accordance with a mutually agreed revised schedule. If the stop work order lasts for more than one (1) year, Buyer will decide to extend the period of the stop work order or terminate the Order as a termination for convenience.

15. EXCUSABLE DELAY. (a) Neither Party shall be liable to the other Party or be deemed to have defaulted under or breached this Order, for any failure or delay in fulfilling or performing any of its obligations under this Order when the delay in a Party's performance is caused by an Excusable Delay event. An "Excusable Delay event" is the occurrence of an event that is beyond the claiming Party's reasonable control and the delay could not, with the exercise of diligent efforts, have been avoided and such event causes a Party to be unable to perform its obligations under the Order. Depending on the circumstances, an Excusable Delay event may include events such as, but not limited to, extreme weather, acts of government, war, fire, riot, pandemic, quarantine and terrorism. A delay attributable to a Party's subcontractor or supplier may constitute an Excusable Delay if the event causing the delay is an event that meets the criteria set out above and such delay has not been contributed to by the subcontractor or the Party claiming the Excusable Delay.

(b) The following will not be considered Excusable Delay: Lack of financial resources of the Seller or its subcontractors; or any labor disturbances experienced by Seller or its subcontractors, including strikes and lock-outs.

(c) To claim relief for Excusable Delay, Seller must send written notice to Buyer, with sufficient detail describing the cause of the delay and include an acceptable work-around plan, within five (5) calendar days of Seller becoming aware a delay will occur or has occurred. Buyer may accept or reject the work-around plan in writing and if accepted, the Seller must promptly implement the work-around plan, at Seller's expense. In the event of Seller claiming an Excusable Delay event, any affected Delivery Date will be postponed for such period as is reasonably necessary to offset the effects of the Excusable Delay. In no event will the Delivery Date be extended by a time period longer than the time period that the Excusable Delay was in effect. No adjustment will be made to the Order price. Buyer will notify Seller of an Excusable Delay event by sending written notice to Seller of such anticipated and excused delay at such time as Buyer is able to assess the impact of the event creating the Excusable Delay. Buyer will update Seller as practical on the status of the delay and scheduling changes.

(d) For an Excusable Delay event lasting longer than thirty (30) calendar days, Buyer, at its sole option, may terminate this Order in whole or in part without any obligation or liability to Seller except for the obligation to make payments for amounts owed for goods delivered. Upon Buyer request, Seller shall deliver to Buyer, at Seller's cost, all completed and partially completed goods and other property owned by Buyer.

16. TERMINATION AND SETTLEMENT.

(a) Termination for Default.

1. In the event Buyer reasonably believes Seller is in default, or unable to meet any delivery date or specification herein, Buyer may, in its sole discretion, provide representatives at Seller's facility to advise

and assist Seller in fulfilling its commitments under this Order; provided however, Buyer's activities will not relieve Seller of its obligations hereunder. Seller shall pay Buyer's reasonable costs and expenses associated with such activities.

2. If Seller fails to satisfy any of the requirements of this Order, or so fails to make progress as to endanger performance of this Order in accordance with these Terms and Conditions, and does not cure such failure within a period of ten (10) calendar days (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure, then Buyer may terminate the whole or part of this Order.

3. In the event of Seller's default hereunder, Buyer may exercise any or all rights accruing to it at law or in equity. Buyer shall have no further obligation to Seller under the terminated portion of this Order and Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those so terminated, and Seller shall be liable to Buyer for any excess costs. If, after termination, it is determined that Seller was not in default, the termination will be deemed for Buyer's convenience and the rights and obligations of the parties will be as set forth in Article 16 (d), below.

(b) Termination for Insolvency and Debarment.

In the event of the institution of any proceedings by or against Seller under Federal or State bankruptcy or debtors' relief laws including, without limitation, any provision of the Bankruptcy Code, or the appointment of a receiver or trustee or an assignment for the benefit of creditors of Seller, or the institution of any similar proceedings, or should the Seller, or any of its officers, directors, owners, partners, managers or supervisors be debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any federal department or agency, Buyer may terminate this Order immediately and without prior notice. Any termination under this Article shall be deemed to be a termination for default in accordance with the provisions of this Order entitled "Termination for Default."

(c) Transfer of Title.

If this Order is terminated as provided in Articles 16(a) or 16(b), Buyer, in addition to any other rights provided in this Order, may require Seller to transfer title and deliver to Buyer, in the manner and to the extent directed by Buyer, the following: (i) any completed goods; and (ii) such partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as Seller has specifically produced or specifically acquired for the performance of such part of this Order as has been terminated. Seller shall also, upon direction of Buyer, protect and preserve property in the possession of Seller in which Buyer has an interest. Payment for completed goods delivered to and accepted by Buyer shall be at the contract price. Payment for manufacturing materials delivered to and accepted by Buyer and for the protection and preservation of property shall be in an amount agreed upon by Buyer and Seller; failure to agree to such amount shall be a dispute within the meaning of the article of this Order entitled "DISPUTES AND APPLICABLE LAW." Buyer may withhold from amounts otherwise due Seller for such completed goods or manufacturing materials such sum as Buyer determines to be necessary to protect Buyer against loss because of outstanding liens or claims of former lien holders.

(d) Termination for Convenience

1. Buyer may, by written notice, terminate this Order in whole or in part at any time. Such termination will not constitute a default of this Order or any related agreement. In the event of a partial termination, Seller is not excused from performance of the balance of the Order.

2. Seller will be reimbursed for reasonable and substantiated direct costs incurred prior to the date of termination. Buyer may take immediate possession of all work performed hereunder upon notice of termination. Buyer shall have no obligation to make any of the aforementioned payments to Seller, either for completed items or in connection with terminated work in process, unless Seller shall establish to Buyer's satisfaction that such completed items, or the work in process, including materials, are unusable in connection with Seller's other business. In no event shall the termination charges and all previous payments made under this Order exceed the total Order Value shown on the face of this Order.

(e) Rights and Remedies:

The rights and remedies of Buyer provided in this Article 16 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Order.

(f) Survival:

Any termination of this Order under this Article 16 shall not relieve Seller of any obligations and liabilities which may have arisen under any of the Terms and Conditions of this Order prior to such termination, including, but not limited to, patent infringement, reproduction rights, latent defects, and warranty obligations, indemnity and confidentiality provisions.

17. INSURANCE AND INDEMNIFICATION.

(a) Seller shall maintain such public liability, property damage, motor vehicle liability (personal injury and property damage), employer's liability, workers compensation and any other insurance necessary to obtain licenses or comply with applicable laws in such amounts as will protect Seller (or its subcontractors) and Buyer from said risks and from any claims. Seller shall furnish Buyer with certificates certifying that such insurance is in effect. Such certificates shall provide that Buyer will be given at least thirty (30) days prior written notice in the event that any such insurance will be canceled or materially changed.

(b) Seller shall defend, indemnify, and hold harmless Buyer and Buyer's directors, officers, employees agents and customers from any liability, claim of liability, expense, cause of action, loss, or damage whatsoever, including attorney's fees arising out of or in any way connected with Seller's performance or failure to perform this Order, or that of Seller's agents, employees, or subcontractors.

(c) Seller shall, without limitation as to time, indemnify and save Buyer and its customer harmless from all claims which may be alleged or asserted against property covered hereunder, including without limitation mechanic's liens or claims arising under Worker's Compensation or Occupational Disease laws and from all claims for injury to persons or property arising out of or related to such property unless the same are caused solely and directly by Buyer's negligence.

(d) Seller does hereby irrevocably indemnify and agree to defend any claim or litigation, or to pay or reimburse any judgment and all loss and expense costs (including reasonable attorney fees) incurred in connection with any claim or litigation which asserts or is based upon any alleged design or manufacturing defect, negligence, failure to warn, or breach of warranty related to Seller's product(s) (including parts and

components thereof purchased by Seller from its suppliers) or services, delivered to Buyer. This indemnity will be deemed an agreement made in Kansas, to be construed and enforced according to the laws of that State.

18. ACCESS TO BUYER'S FACILITY. Seller shall comply with Buyer's rules and regulations for access to and activities in and around facilities or premises controlled by Buyer or Buyer's customers.

19. DISPUTES AND APPLICABLE LAW. (a) This Order shall be deemed to be a contract entered into in the State of Kansas, U.S.A., and shall be construed and governed in all respects, and the legal relationships between the parties shall be determined in accordance with applicable commercial law of the State of Kansas, U.S.A., including but not limited to, the Uniform Commercial Code, as the same may be enacted and in force from time to time in that jurisdiction. For purposes of this Article, "applicable commercial law of the State of Kansas, U.S.A.," shall not include any limitations regarding indemnity and/or contribution under the law of the State of Kansas, U.S.A.

(b) Buyer and Seller expressly agree to exclude from this Order the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.

(c) Any dispute arising under or relating to this Order that cannot be resolved by mutual agreement, shall be resolved by an action brought in, and the parties consent to the venue and jurisdiction of the United States District Court for the District of Kansas; provided, however, if the United States District Court for the District of Kansas lacks proper subject matter jurisdiction then and only then the parties consent to the venue and jurisdiction in the State Courts of the State of Kansas, County of Sedgwick.

(d) In any such action between the parties, the prevailing party shall be entitled to recover (in addition to any other relief awarded or granted) its reasonable costs and expenses (including attorneys' fees) incurred in the proceeding.

(e) Pending resolution of any dispute hereunder, Seller shall proceed diligently with the performance of work, including the delivery of goods in accordance with Buyer's direction. Upon resolution of the dispute, Orders shall be equitably adjusted, if necessary, to reflect such resolution.

(f) The rights of both parties hereunder will be in addition to their rights and remedies at law or in equity.

(g) In no event will Buyer be liable to Seller for any claim or demand for special, collateral, punitive, exemplary, incidental or consequential damages, or loss of direct or indirect profits or revenues whether such damages are alleged as a result of tortious conduct or breach of any of the provisions of this Order, and even if Buyer has been advised of the possibility of such damages.

(h) **WAIVER OF JURY TRIAL.** EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS ORDER.

20. AMENDMENT BY LAW. This Order shall be deemed to contain all provisions required to be included by any applicable local, state or federal laws, orders, regulations or directives heretofore or

hereafter promulgated without the subsequent amendment of this Order specifically incorporating such provisions.

21. ASSIGNMENTS. (a) Seller may not assign any rights or obligations due or to become due under this Order without the prior written consent of Buyer. Buyer may assign, sell, transfer or dispose of (in whole or in part) any of its rights or obligations under this Order.

(b) As soon as reasonably practical, Seller shall promptly notify the Buyer in writing in advance of any organization changes planned by Seller, including name or ownership changes, mergers or acquisitions.

22. SUBCONTRACTING. In the performance of this Order, Seller shall not issue a subcontract or purchase order valued at (i) \$250,000 or more or (ii) 10 percent of the indicated value of this Order, whichever figure is less, without the written approval of Buyer.

23. NOTICES. All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally, or sent by United States certified or registered mail, or sent by private overnight delivery service or by United States first class mail, addressed to Seller or Buyer, as the case may be, at the addresses to which or from which the Order was issued or received, with postage thereon fully prepaid. The effective time of notice shall be at the time of receipt.

24. AUTHORIZATIONS. All authorizations of Buyer required or permitted to be given herein shall be deemed properly given only if given in writing by an authorized purchasing representative of Buyer.

25. WAIVER. No waiver by Buyer of any breach of this Order or the granting of an extension for performance hereunder shall be deemed to be a waiver of any other or subsequent breach.

26. DATA. (a) **General.** All drawings and specifications, whether furnished or paid for by Buyer, shall be the property of Buyer, subject to removal at any time upon demand by Buyer without additional costs, shall be used only in filling Orders from Buyer, shall be kept separate from other drawings and specifications, and shall be identified as the property of Buyer. The information contained in reports, drawings, documents or other records which are furnished to Seller by Buyer relative to Orders, to the extent that such information is not in the public domain, shall not be disclosed to others, except to subtier suppliers as necessary for completion of the Orders, in which event the subtier suppliers shall have the same obligation of nondisclosure. Upon completion, termination, or cancellation of an Order, Seller shall return all drawings and specifications to Buyer in the event Buyer requests return of any such items, within thirty (30) days after the effective date of completion, termination or cancellation. Any such data of Buyer retained by Seller shall remain subject to the restrictions on use, reproduction and disclosure contained within these Terms and Conditions which shall survive the cancellation, termination, or completion of any Orders. Seller may not disclose the existence of any Order(s) or the items to be supplied hereunder without Buyer's prior written consent, except to subtier suppliers who shall have the same responsibility.

(b) **Data Format and Language.** All data, correspondence, or any other written communication shall be provided to Buyer in English; and all weights and measurements shall be provided using United States standard weights and measurements.

27. INTELLECTUAL PROPERTY. (a) The Parties agree that any inventions, discoveries, patentable subject matter, copyrightable subject matter, mask works, or similar intellectual property (hereafter collectively referred to as "IP") conceived, invented, reduced to practice, developed, authored or

otherwise created by Seller (including without limitation employees of Seller and consultants, subcontractors or others working for or at Seller's direction or request) with respect to the goods are included within data, and shall be owned exclusively by Buyer (hereafter "Buyer IP"). Seller further agrees to disclose in writing to Buyer any Buyer IP not otherwise made known to Buyer and to assist Buyer or its attorneys and other representatives in preparing and filing applications to register or issue Buyer IP including without limitations applications for copyright registration and applications for patent. Seller further agrees to make, execute and deliver or cause to be made, executed and delivered, any and all such further documents, instruments, agreements, and assurances, and take all such other actions as may be reasonably necessary or proper to carry out the terms and intent of this Article, including without limitation any documents necessary or proper to evidence, record, reflect, perfect or exploit Buyer's right, title and interest to such Buyer IP. Seller further agrees not to permit any person to perform work for or at the direction or request of Seller unless such person has a written agreement with Seller consistent with the foregoing and the exclusive rights of Buyer in and to the Buyer IP. Any invention or intellectual property first made or conceived by Seller in the performance of this Order or which is derived from or based on the use of confidential information supplied by Buyer will be considered a "work made for hire" and will be and become the property of Buyer; and Seller shall execute any documents necessary to perfect Buyer's title thereto. Seller shall not file, prosecute, or maintain any patents relating to the goods without Buyer's prior written consent.

(b) **No Modification of Data/IP Rights.** Notwithstanding any proprietary, confidentiality, restrictive, or similar legend, marking, or designation affixed to or included in any document, data, software, or other information delivered under this Order, such marking shall not alter, expand, restrict, or otherwise modify the data rights, license rights, ownership rights, or use rights expressly granted to Buyer under this Order. In the event of any inconsistency between a marking and the terms of this Order, the terms of this Order shall control, and such marking shall be deemed null and void to the extent of the inconsistency.

28. CONFIDENTIALITY. (a) **Definitions.** "Proprietary Information" means, by way of example, all trade secrets and inventions, confidential and non-public information, engineering and technical data, business information, and other information that a party does not generally make available to third parties, or that would typically be treated by a prudent person as confidential, including but not limited to, designs, software, hardware, descriptions, drawings, photographs, plans, processes, specifications, strategy, samples, visual demonstration, oral discussions, and business and financial information. Proprietary Information includes, without limitation, information disclosed in any form or medium (whether written, oral, visual, electronic, or machine readable), including designs, software, hardware, descriptions, drawings, photographs, plans, processes, specifications, strategies, samples, visual demonstrations, oral discussions, and business and financial information. Proprietary Information includes any information relating to the design, development, manufacture, assembly, modification, testing, operation, servicing, or maintenance of systems, aircraft, programs, or activities for which these Terms and Conditions are entered into, as well as a party's business and/or financial information. "Artificial Intelligence" or "AI" means technology designed to simulate human intelligence processes, including learning, reasoning, prediction, pattern recognition, or content generation, whether generative or non-generative. "AI System" means any system, model, software, or tool that incorporates or relies on Artificial Intelligence, including without limitation any large language model or machine learning system.

(b) **Designation of Proprietary Information.** If Proprietary Information is disclosed in writing or tangible material, it must be labeled as "proprietary" "confidential", or "company private" or bear a similar legend. If Proprietary Information is disclosed electronically or disclosed in machine-readable form, it must be identified as Proprietary Information when transmitted, and conspicuously marked, if possible. If the

Proprietary Information is disclosed orally or visually, it must be identified as proprietary to the receiving party within thirty (30) days of disclosure. Each party agrees to treat all oral or visual communications as proprietary for thirty (30) days so that the disclosing party has an opportunity to designate in writing such information as proprietary. Notwithstanding the foregoing, information will nonetheless be deemed Proprietary Information under these Terms and Conditions even if not marked, if it is of a type and nature that a reasonable person, in the context of the disclosure, would understand it to be proprietary or confidential.

(c) **Confidentiality and Permitted Disclosures.** Each Party shall protect and treat as confidential all Proprietary Information received from the other Party in connection with these Terms and Conditions, including Proprietary Information provided to Seller directly by Buyer or by a third party on behalf of Buyer. Neither Party shall disclose Proprietary Information to any third party without the prior written consent of the other Party, except that Proprietary Information may be disclosed to the receiving Party's employees, sub-tier suppliers, service providers, and consultants who have a "need to know" in connection with these Terms and Conditions and who are bound by written confidentiality obligations no less protective than those contained in these Terms and Conditions. Notwithstanding the foregoing, Buyer may disclose Proprietary Information to its affiliates and to third parties under common control with Buyer, provided that such recipients are subject to confidentiality obligations no less protective than those contained herein.

(d) **Restrictions on Disclosures to Competitors.** Seller shall not, without Buyer's prior written consent, disclose Buyer's Proprietary Information to any third party that is a competitor of Buyer's or of any of Buyer's parents or affiliates.

(e) **Exclusions from Confidentiality Obligations.** The obligations of confidentiality do not apply to information that the receiving Party can demonstrate: (i) at the time of disclosure, was generally available to the public or thereafter became generally available to the public by publication or otherwise, other than by breach of these Terms and Conditions or some other agreement; (ii) was lawfully in the possession of the receiving Party at the time of its disclosure and was not acquired, either directly or indirectly, from the discloser; (iii) is independently and lawfully made available as a matter of right by a third party; (iv) is independently developed by the receiving Party without the benefit of information disclosed by the other Party; (v) is disclosed under applicable law or regulation, the order of a court of competent jurisdiction, or the rules of the U.S. Securities and Exchange Commission ("SEC"), provided that the receiving Party give the disclosing Party reasonable advance notice of its intended disclosure pursuant to such order or regulation (if permitted by law) and an opportunity to object to said disclosure, has limited such disclosure to the extent of the order or regulation, and to the extent allowed by such order or regulation, has provided an advance copy of such to the disclosing Party; or (vi) is approved for release by the prior written consent of the discloser.

(f) **Standard of Care and Use Restrictions.** The receiving Party shall protect Proprietary Information using at least the same degree of care it uses to protect its own information of a similar nature, but in no event less than a reasonable degree of care. Proprietary Information shall be used solely for activities contemplated by these Terms and Conditions. Unless authorized in writing by the disclosing Party, the receiving Party will not use or disclose Proprietary Information in a manner that is contrary to the provisions of this Article.

(g) **Return or Destruction of Proprietary information.** Upon disclosing Party's request, the receiving Party shall promptly return to the disclosing Party all originals of the Proprietary Information disclosed

hereunder, including all copies of such Proprietary Information, and any summaries or compilations thereof, made by the Party receiving the information, or in the alternative the receiving Party shall promptly destroy all such Proprietary Information and upon the written request of the disclosing Party promptly provide the disclosing Party a certificate of destruction. Parties agree that each party may retain one archival copy of all Proprietary Information for the purposes of (a) proving what information it did or did not receive hereunder in the event of a future dispute, or (b) complying with governmental regulatory requirements.

(h) **Data Handling and Storage Restrictions.** Those employees having access to Buyer Proprietary Information shall be prevented by Seller from making duplicates of the Buyer Proprietary Information on any device or medium except on those mutually agreed secured servers and devices for the explicit use on Buyer projects. Under no circumstances shall external storage devices such as cds, external hard drives, USB drives or any other means of copying or transmitting data be allowed by Seller for storage of Buyer Proprietary Information.

(i) **Subcontractors; Survival.** Seller shall ensure that all subcontractors, agents, and sub-tier providers comply with obligations no less restrictive than those set forth herein, and Seller shall remain fully responsible for their acts and omissions. The obligations of the Parties with respect to protection, use, disclosure and return and destruction of Proprietary Information shall survive the termination or expiration of these Terms and Conditions indefinitely.

(j) **Artificial Intelligence Restrictions.** Without limiting Seller's other obligations, Seller hereby represents, warrants, and covenants that:

1. **Restrictions on Disclosure:** Seller shall not disclose or provide any Proprietary Information, or any portion or derivative thereof, to any AI System that is not exclusively controlled by Seller, or that is accessible by any third party (including the AI provider).

2. **Prohibited Uses:** Seller shall not use any Proprietary Information, or any portion or derivatives thereof, in the training, development, or retraining of any AI System or any other datasets, systems, algorithms, or methodologies.

3. **Conditions for Permitted Use:** Seller may use Proprietary Information in an AI System (accessible only by Seller) provided that: (i) the AI System does not train, retrain, or develop itself based on such information, nor maintain any copy beyond transient, in-memory processing necessary to generate outputs of such information, or any portion or derivative thereof; and (ii) the use of such information is strictly limited to processing and generating outputs without altering the underlying AI model or dataset.

4. **Documentation and Compliance:** Seller shall maintain adequate documentation of the use of Proprietary Information in any AI System and shall provide such documentation to Buyer promptly upon request to ensure compliance with these terms. Buyer may audit or require third-party verification of compliance upon reasonable notice.

29. INTERNATIONAL TRADE COMPLIANCE.

(a) Seller acknowledges that Buyer's obligation to provide any technical data or hardware (including fixtures, test equipment and Buyer supplied assemblies) to Seller is conditioned upon Buyer having previously received any required export license or permit. Seller agrees that it will comply with any

restrictions imposed on the use of the technical data or hardware provided by Buyer as set forth in the export license. Restrictions imposed by the export license (including any Technical Assistance Agreement or Manufacturing License Agreement) may include, but are not limited to, restrictions on the access to the licensed hardware or technology by foreign nationals and restrictions associated with the use of dual nationals. Seller agrees to comply with all applicable import and export regulations, including but not limited to U.S. International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), and those regulations enforced through the Office of Foreign Assets Control (OFAC). Seller agrees to work with Buyer to put into place the necessary controls needed to ensure compliance with such laws and regulations. Buyer may delay the provision of any technical data or hardware to Seller until such time as Seller is able to demonstrate to Buyer's satisfaction that the necessary controls are in place to meet the requirements of the export laws and regulations. In the event Seller is required to produce any goods or services regulated by ITAR, then Seller agrees to register as a Defense Manufacturer at Seller's cost.

(b) In the event Seller produces the goods outside of the United States, Seller agrees that it will be the party responsible for obtaining any necessary export license or permit required for export out of the country of origin. In the event a U.S. Import license is needed for the goods, Seller agrees to notify the Buyer ninety (90) days in advance so that Buyer can obtain the necessary license.

(c) Seller shall immediately notify Buyer if Seller is named on the Office of Foreign Asset Control's Specially Designated Nationals Blocked Persons list, or the Denied Party or Entity lists maintained by the U.S. Bureau of Industry and Security or the Debarred persons list maintained by the U.S. Office of Defense Trade Controls. In addition, Seller will notify Buyer if Seller is debarred from participating in government contracts (in any country), or in the event it becomes subject to a trade embargo maintained by a U.S. government or other country during the term of this Order.

(d) Prior to the first shipment of an item of goods or services under this Order, and with each subsequent shipment of goods and services, Seller will provide Buyer for each part number: (1) the Export Control Classification Number or USML Classification Number; (2) the Harmonized Tariff Schedule Classification Number; and (3) a Certificate of Origin or a Manufacturer's Affidavit. Seller shall use the template and forms required by Buyer.

(e) Seller shall provide to Buyer the documentation required by any free trade agreements and tariff and duty waivers and exemptions needed to minimize, to the maximum extent allowed by law, the duties and tariff's paid in connection with any import into the country of destination for the goods and services.

(f) Seller shall provide all required Importer Security Filing (ISF) data and documentation to Buyer at least seventy-two (72) hours prior to goods being loaded on the vessel. All imports must be marked in English with the country of origin of the imported goods in accordance with 19 CFR §134 requirements.

30. FEDERAL PROCUREMENT. (a) Buyer is an equal employment opportunity employer and is a federal contractor. Consequently, the parties agree that, to the extent applicable, they will comply with the Rehabilitation Act of 1973, the Veterans Readjustment Act of 1974, and the associated regulations. To the extent applicable, Buyer and Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a); and 29 CFR Part 471, Appendix A to Subpart A incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin or any other protected class covered under federal or state law. The regulations also protect applicants and employees from discrimination for

inquiring about, disclosing, or discussing pay information. Moreover, if applicable, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

(b) Seller represents and warrants that goods and services qualify as commercial items as defined in FAR 2.101. Seller shall comply with the terms as set forth in the Textron Aviation Inc. Supplement III: Commercial Item Flowdowns, of the revision level applicable on the date of issuance of this Order, found at <https://aeromotion.txtav.com/suppliers/>.

(c) In the event this Order is for items that are not commercial items as defined in the FAR and is subject to mandatory provisions required for United States Government Contracts, the same will be set forth in supplements hereto, will be deemed incorporated herein for all purposes, and will be controlling over any other provisions in this Order.

(d) Seller shall comply with the following DFARS: (i) 252.204-7009 concerning Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information is applicable if Order is for services that include support for the U.S. Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties. If Buyer is subject to any liability or expense, including government withholding of payments, as the result of Seller or its lower-tier sub-contractors' failure to comply with the subject clause and the requirement therein, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any damage or expense resulting from such action. (ii) 252.204-7012 concerning Safeguarding Covered Defense Information and Cyber Incident Reporting is applicable if covered defense information is resident or transiting through Seller's information systems. In reference to the regulation subsection (b)1(ii)(A), Seller shall provide to Buyer a copy of the notification sent to DoD CIO at the time such notification is sent. In reference to the regulation subsection (b)1(ii)(B), Seller shall provide to Buyer a copy of the effective security measures and/or equivalent protections as accepted by DoD CIO at the time such measures are accepted. In reference to the regulation subsection (c)1(ii), Seller shall provide a copy of cyber incident reports to Buyer at the time such incident is reported to DoD CIO. If Buyer is subject to any liability or expense, including government withholding of payments, as the result of Seller or its lower-tier sub-contractors' failure to comply with the subject clause and the requirement therein, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any damage or expense resulting from such action. and (iii) 252.239-7010 concerning Cloud Computing Services is applicable if Seller expects to use, involve or may involve cloud services. In reference to the regulation subsection (i)(1) and (2), "Contracting Officer" shall also mean Buyer. Seller shall provide a copy of the written notification, as described in regulation subsection (j) to Buyer. Seller shall provide to Buyer a copy of the notification from U.S. Government or provide notice to Buyer upon Seller's discovery of a spillage, as described in regulation subsection (k).

(e) Unless specified otherwise in this Order, the terms as used in the regulations referenced in this Section shall be interpreted as follows: (i) the term "Contractor" shall mean "Seller", (ii) the term "Contract" shall mean "Order", and (iii) the term "subcontractor" shall mean Seller's subcontractors.

31. CONFLICT MINERALS. Seller acknowledges that Buyer's ultimate parent company, Textron Inc., is subject to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act")

and the implementing rule promulgated by the U.S. Securities and Exchange Commission ("SEC") which will require reporting related to tin, tantalum, tungsten and gold (the "Conflict Minerals") contained in products sold by Buyer. Seller shall promptly provide such written certifications concerning Conflict Minerals contained in goods, components, parts and materials supplied to Buyer by Seller as Buyer may request from time to time. Seller acknowledges that for purposes of any reports Textron Inc. may file with the SEC, Buyer and Textron Inc. will rely on the accuracy and completeness of each such certification. Seller represents and warrants that it has adopted and will maintain a supply chain policy and procedure to conduct, and require its suppliers to conduct, a reasonable inquiry to determine, (i) whether the products, components, parts or materials supplied to Buyer contain Conflict Minerals and (ii) whether the source of any such Conflict Minerals not derived from recycled or scrap materials may be from the Democratic Republic of the Congo or an adjoining country and if so to perform due diligence to identify the facilities used to process such Conflict Minerals and make efforts to identify the location of each mine or location of origin of such Conflict Minerals with the greatest possible specificity. Seller represents, warrants and certifies that its products, parts, components and materials are not, and will not be, produced with child, indentured or forced labor.

32. NON-U.S. PRODUCED VALUE. Buyer's business base consists, in part, of international orders, and it must, from time to time, enter into international offset agreements to secure such orders. To the extent that goods are components of Buyer's products sold to a foreign nation or concern or are non-recurring activities, tooling, equipment, engineering, etc. associated with Buyer's products sold to a foreign nation or concern, and in recognition that such sale results, directly or indirectly, in business opportunities, sales or revenue for the Seller, Seller agrees to cooperate with Buyer in the fulfillment of any offset program obligations that Buyer may be required to accept as a condition of such foreign sale. Seller hereby commits to assume and discharge a proportionate share of said offset obligation(s), either directly or through a mutually agreed third party, by engaging in such activities as investments, subcontracting, co-production, co-development, technology transfers, counter trade, joint ventures, etc., for Buyer's customer countries. Buyer expressly claims the right to all industrial benefits and other offset credits arising with respect to any goods, including any related issues by the Seller to sources in the foreign customer's country. The Seller agrees to provide all necessary information in such form as may be required to enable Buyer to obtain the aforementioned offset credits.

33. ORDER OF PRECEDENCE. In the event of a conflict between the Terms and Conditions of this Order and the documents which form a part hereof, the conflict will be resolved by giving precedence in the following order: (1) United States Government mandatory provisions; (2) the Order to which these Terms and Conditions are attached; (3) these Terms and Conditions; (4) drawings; (5) specifications; and (6) any other documents incorporated by reference. In cases of ambiguity in the specifications, drawings, or other requirements of this Order, Seller must, before proceeding, consult Buyer, whose written interpretation will be final.

34. SEVERABILITY. If any provision of this Order or application thereof is found invalid, illegal or unenforceable by law, the remainder of this 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.

35. INCORPORATED DOCUMENTS; ENTIRE AGREEMENT. All documents attached hereto or referenced herein, any modifications thereto, and including any applicable purchase or support agreements, are hereby incorporated as an integral and inseparable part of this Order, which contains the entire agreement of the parties and supersedes any and all prior agreements between the parties, written or oral, with respect to the transactions hereby contemplated. There are no verbal understandings,

agreements, representations or warranties between the parties which are not expressly herein set forth. This Order may not be changed or terminated orally but may only be changed by an agreement in writing signed by both parties.

36. REGULATED SUBSTANCES. Seller shall provide notice to Buyer when delivering any goods that contain an Explosive, Radioactive, National Aerospace Standard 411 Listed Substance or a Substance that requires EU 2006/1907 authorization. Notice must be provided at time of delivery to <mailto:REACH@txtav.com>. The notice must include the Buyer's part number, all Safety Data Sheets and technical documentation. In addition, Seller shall comply with the requirements set forth in the Textron Aviation Inc., Supplement V: Regulated Substances Disclosure and Compliance, at the revision level applicable as of the date of the applicable Order, as found at <https://aeromotion.txtav.com/suppliers/>.

37. CYBERSECURITY, DATA PROTECTION AND REPORTING.

(a) **Safeguards.** Seller shall implement, maintain, and continuously monitor reasonable and appropriate administrative, technical, and physical safeguards designed to protect Buyer proprietary information against unauthorized access, acquisition, use, disclosure, alteration, or destruction. Such safeguards shall be no less rigorous than those Seller applies to its own proprietary information of a similar nature and shall comply with all applicable data protection, privacy, and cybersecurity laws and regulations.

(b) **Security Incidents; Notification; Cooperation.** Seller shall notify Buyer without undue delay, and in no event later than twenty four (24) hours after becoming aware of any actual or reasonably suspected unauthorized access to, disclosure of, or loss of Buyer proprietary information (a "Security Incident"). Such notice shall include, to the extent reasonably available at the time: (i) the nature and scope of the Security Incident, (ii) the categories and approximate volume of Buyer proprietary information affected, (iii) the known or reasonably suspected root cause, and (iv) the corrective and remedial actions taken or planned.

Seller shall promptly take all commercially reasonable steps, at its sole expense, to contain, investigate, mitigate, and remediate any Security Incident and shall fully cooperate with Buyer in connection with such efforts, including providing access to relevant records, systems, personnel, and third party forensic reports as reasonably requested by Buyer.

Seller shall not notify any third party, including any governmental or regulatory authority, regarding a Security Incident involving Buyer proprietary information without Buyer's prior written consent, except to the extent required by applicable law, in which case Seller shall, to the extent legally permitted, provide Buyer with advance notice and an opportunity to review and comment on such notification.

Seller shall remain fully responsible for any Security Incident caused by or attributable to Seller, its subcontractors, service providers, or agents, and shall ensure that all such parties are bound by written obligations at least as protective as those set forth in this Article 37.

(c) **Survival.** The obligations of this Article 37 shall survive expiration or termination of the Order.

38. HEADINGS. Article titles and captions contained in these Terms and Conditions are for reference only and in no way define, limit, extend or describe the scope of these Terms and Conditions or the intent of any of the provisions.