



CSS (Connecticut Spring & Stamping Corporation) Standard Terms and Conditions for Purchase of Products and Services

Notice: Purchase of any Products or Services by Buyer is expressly conditioned upon Seller's assent to these Terms and Conditions. Any acceptance of Buyer's offer is expressly limited to and conditioned upon acceptance of these Terms and Conditions by Seller. Buyer expressly objects to any additional, different, and supplemental or conflicting terms and conditions proposed by Seller. NOTWITHSTANDING ANY SUCH ADDITIONAL, DIFFERENT, SUPPLEMENTAL OR CONFLICTING TERMS AND CONDITIONS THAT MAY BE EMBODIED IN ANY ORDER, ACKNOWLEDGMENT, CONFIRMATION, RELEASE FORM OR OTHER WRITING, AN ORDER IS ACCEPTED OR CONFIRMATION PROVIDED BY BUYER ONLY ON THE EXPRESS CONDITION THAT SELLER ASSENTS TO THESE TERMS AND CONDITIONS. For avoidance of doubt, any acceptance of an Order from Buyer, Seller's performance of work or shipment or provision of Goods or Services or Seller's acceptance of any payment of the Purchase Price from Buyer shall each constitute Seller's confirmation of its assent to these Terms and Conditions. THESE TERMS AND CONDITIONS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER.

1. Definitions. In these Terms and Conditions:

- a. "Buyer" means Connecticut Spring and Stamping Corporation or any of its affiliates which are obtaining Products Services under the Contract.
- b. "Contract" means the agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, in each case, for the purchase of Products and Services, together with these Terms and Conditions, and shall include Buyer's final quotation, the agreed-upon scope(s) of work, and the Buyer's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.
- c. "Order" means the purchase order issued by Buyer to Seller (or sale confirmation issued by Seller) for the supply of Goods or Services which becomes part of the Contract.
- d. "Products" means the equipment, parts, materials, supplies, software and other goods which Seller has agreed to supply to Buyer under the Contract.
- e. "Seller" means, as applicable, the business or entity who accepts a quotation or offer of the Buyer for the purchase of Goods or Services, or whose order for the sale of Goods or Services is accepted by the Buyer, or the business or entity who is providing Products or Services under the Contract.
- f. "Services" means the services which Seller has agreed to perform for Buyer under the Contract.
- g. "Terms and Conditions" means these "Standard Terms and Conditions for Purchase of Products and Services," together with any modifications or additional provisions specifically stated in Buyer's final quotation or specifically agreed upon by Buyer in writing.
- h. "Writing" or words of similar import, includes any communication effected by means of telex, facsimile transmission, electronic mail or other comparable electronic means of communication.

2. Specifications; Shipping Dates.

- a. Seller shall comply with any specifications specified in the Contract and with any other applicable specifications. Upon request, Seller shall furnish Buyer with a certification executed by an authorized representative of Seller setting forth Seller's compliance with all applicable specifications.
- b. In connection with each order, Seller shall confirm a shipping date agreeable to Buyer and, if not previously agreed to by Seller, Seller shall also indicate a promised shipping date.
- c. Seller shall conduct all business in an ethical manner.

3. Inspection

- a. Seller shall maintain an adequate and acceptable quality control and inspection system to assure compliance with Buyer requirements. Seller shall maintain a file containing adequate authenticated inspection and test documents retaining such records for a reasonable period of time or



- as specified by Buyer. Seller shall have inspection procedures in place to ensure that no counterfeit material is delivered to CSS. These records will be made available for Buyer's examination within 24 hours of a written request from Buyer. Buyer and/or Buyer's customer, representative, designee, or, if the Contract bears a Government prime contract number or if the Contract is a subcontract under a Government prime contract, representatives of the United States Government shall have the right to inspect and test all work under the Contract at all reasonable times including during manufacture. Seller and all its sub-tier suppliers and vendors shall furnish without additional charge all reasonable facilities and assistance for safe and convenient inspections and tests.
- b. Notwithstanding any prior inspection, the passages of title at the F.O.B. point, or any prior payment, all supplies are subject to final inspection and acceptance at Buyer's facility. If the time for final inspection is not specified in the applicable Order, such final inspection shall be made within ninety (90) days after receipt of the applicable Goods and Services and all required and properly completed paperwork and certifications at Buyer's plant.
 - c. If any Goods or Services are found to be Defective Items (as defined below), or if required paperwork and certifications are not in compliance with the requirements of the Contract, in addition to its other rights and remedies which it may have at law or in equity or under this Agreement,
 - i. Buyer may reject such Good and Services and require either their prompt correction or their replacement at Seller's sole expense, including shipping and packing charges (including taking such actions as are described in clause (f) below);
 - ii. Buyer may at its option repair or replace such nonconforming supplies at Seller's expense; or.
 - d. Any Goods or Services previously rejected shall not be resubmitted for Buyer's acceptance without concurrent notice of the prior rejection.
 - e. When a Defective Item (as defined below) is discovered, Buyer, at its discretion, may issue a request for a formal, documented Cause and Corrective Action. This action must adhere to the requirements of the Cause and Corrective Action Form in the form provided by Buyer. An initial response must be submitted within 24 hours and a full response must be submitted for approval by Buyer Quality within 30 days.
 - f. All risk of loss of or damage to the Goods to be delivered hereunder shall be upon Seller until such Goods are delivered at the F.O.B. point specified in the Order but Seller shall bear all risk of loss of or damage to:
 - i. improperly packed Goods during transport to the point of and prior to final inspection and;
 - ii. Goods rightfully rejected by Buyer after notice of rejection to Seller until such Goods or replacements therefore are redelivered.
 - g. In addition to all other rights and remedies under the Contract, at law or in equity, Buyer may charge back to Seller's account the amount paid for rejected Goods or Services pending redelivery of same or replacements therefore.
 - h. Buyer's rights and remedies under Section 3 of these Terms and Conditions shall be in addition to and shall not be deemed to diminish its rights and remedies provided by law or equity or under the Contract, including those set forth under the paragraph hereof entitled "Warranty",
 - i. No action taken by Buyer under Section 3 of these Terms and Conditions shall be deemed to extend any delivery dates specified on the face of this order.

4. Warranty

- a. In addition to any and all express and implied warranties provided under the Uniform Commercial Code, or other applicable law, Seller represents and warrants to Buyer, its successors and assigns and to customers and users of Buyer's products and services that all Goods and Services (including all articles, materials and work):
 - i. shall be provided in a competent, professional manner and in accordance with the highest standards and best practices of Seller's industry;
 - ii. shall conform and perform in all respects to the applicable specifications drawings, samples, models, or other descriptions furnished by Buyer to Seller;
 - iii. when delivered, shall be non-surplus goods of new manufacture, and shall be merchantable, of good quality, and free from defects in material and workmanship;
 - iv. which are of Seller's design shall be free from defects in design;
 - v. shall be suitable for the purposes intended;
 - vi. when provided shall be free and clear of all liens, mortgages, pledges, security interests or other encumbrances; and
 - vii. shall be manufactured, produced, labeled, furnished and delivered to Buyer in full and complete compliance with all applicable governmental laws, ordinances, regulations and orders.
- b. In addition to all other rights and remedies under the Contract, at law or in equity, Buyer shall have the right at any time to require Seller at Seller's own expense and as directed by Buyer, to replace or correct any Good or Services which are defective, nonconforming or otherwise fail



to meet any of the provision of clauses (i) through (vii) of Section 4(A) of these Terms and Conditions (collectively, "Defective Items"), promptly upon receipt of notice from Buyer, and Seller agrees to proceed promptly to correct or replace such Defective Items in a manner satisfactory to Buyer. Seller shall assume all risk of loss of or damage to any Defective Items which are to be replaced or corrected from the date on which Seller is notified of the defect, nonconformity or failure of the Defective Items until the corrected or replacement Goods and Services are received at the destination(s) designated by Buyer. Buyer may charge back to Seller's account the amount paid for any Defective Items pending repair thereof or redelivery of the replacements therefore. Alternatively, Buyer may at its option screen, sort, and rework or replace the Defective Items at Seller's expense, charging such expense back to Seller's account.

- c. All warranties, whether express or implied shall survive delivery of the Goods and Services, and shall not be deemed to have been waived by acceptance or inspection of or payment for any Goods and Services.

5. Changes

- a. Buyer may at any time by written order to Seller and without notice to sureties, if any, make changes within the general scope of any Order which is a part of this Contract with respect to any one or more of the following:
 - i. shipping and billing instructions;
 - ii. quantity of supplies ordered;
 - iii. drawings or specifications;
 - iv. delivery schedules; and
 - v. place of delivery.
- b. Seller shall proceed promptly to make such changes in accordance with the terms of Buyer's written order (a "Change Order"). If any such Change Order causes an increase or decrease in the cost of performance of the Goods and Services subject to the Change Order, or in the time required for the performance therefore, an equitable adjustment shall be made in purchase price or the delivery schedule for the Goods and Services subject to the Change Order, as applicable, and such equitable adjustment shall become a part of the Contract. Any claim by Seller for adjustment under this clause (b) shall be asserted in writing within seven (7) days after the delivery of applicable the Change Order. In the absence of such notification Buyer shall not be obligated to consider Seller's claim for such an equitable adjustment resulting from the Change Order, and in no event shall Buyer be obligated to consider any claim for an increase in price after final payment to Seller hereunder with respect to the Goods and Services which are the subject of the Change Order. Where the cost of property made obsolete or excess as result of a Change Order is included in Seller's claim for adjustment, Buyer shall have the right to prescribe the manner of disposition of such property. Nothing in this paragraph or in any Change Order shall excuse Seller from proceeding with the underlying Order as changed by the Change Order.
- c. Seller may request or suggest changes in an Order which is a part of the Contract that will produce savings, improve the Product or Services which are the subject thereof, or improve time or performance under such Order. Such changes, however, shall be made only after receipt of properly executed Change Order, fax, email, or other written authorization from Buyer. Verbal instructions shall not constitute an authorization to Seller to make any changes hereto.

6. Insurance

- a. Seller shall maintain insurance coverage in amounts not less than the following: (a) Workers' Compensation – Statutory limits for the State or States in which this order is to be performed (or evidence of authority to self-insure); (b) Employers Liability - \$500,000; (c) Comprehensive General Liability (including Products/Completed Operations and Blanket Contractual Liability) - \$1,000,000 (\$5,000,000 in the event this purchase order relates to aircraft products) per occurrence Bodily Injury and Property Damage combined single limit; and (d) Automobile Liability (including owned, non-owned and hired vehicles) - \$1,000,000 per occurrence Bodily Injury and Property Damage combined single limit. At Buyer's request, Seller shall furnish to Buyer certificates of insurance setting forth the amount(s) of coverage, policy number(s) and date(s) of expiration for insurance maintained by the Seller and, if further requested by Buyer, such certificates will provide that Buyer shall receive thirty (30) days prior written notification from the insurer of any termination or reduction in the amount or scope, of coverage. Seller's acquisition of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Seller of its obligations, liabilities or indemnities under this Contract. In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any Goods or Services covered by this Contract and shall not be required to make further payments except for conforming Goods delivered or Services rendered prior to such cancellation.



7. Indemnity

- a. Seller agrees to defend, indemnify and hold harmless Buyer, its officers, directors, stockholders, agents and employees, and all persons, entities or governmental authorities claiming under Buyer (including any of Buyer's customers), and each of the heirs, personal representatives of each of the foregoing (all of the foregoing collectively, the "Buyer Indemnified Parties") against and with respect to any and all claims, demands, costs, actions, causes of action, liability, losses or expenses (including reasonable attorneys' fees and expenses) (all of the foregoing being referred to herein as "Damages") based upon, arising out of, or as a consequence of any of the following:
 - i. if any of the Goods and Services furnished by or on behalf of the Seller under the Contract are Defective Items;
 - ii. any defect in any Good or Services furnished by or on behalf of Seller under the Contract;
 - iii. any construction, installation, services or facilities furnished by or on behalf of Seller under or in connection with the Contract;
 - iv. use of any equipment or goods furnished by or on behalf of Seller on an experimental basis, or
 - v. any violation by or on behalf of Seller of any governmental law, ordinance, regulation or order with respect to any Goods or Services sold or furnished under the Contract;
 - vi. any activities by or on behalf of Seller constituting unfair competition in violation of any applicable governmental law, ordinance, regulation or order;
 - vii. any claim, suit or action for trademark, trade dress, trade secret, copyright, design or patent infringement, or any other intellectual property right, infringement brought against the Buyer with respect to any of the Goods or Services covered under the Contract, except and solely to the extent that such claim arises directly from items included in such Goods or Services which have been made in accordance with specifications provided by Buyer to Seller for such items;
 - viii. any bodily injury or property damage sustained by any person, entity or governmental authority arising out of or in consequence of the performance of Seller's work, or the provision of Goods or Services by Seller under the Contract, whether such bodily injury or property damages is due or claimed to be due to any negligence of Seller, its agents, employees or any other person, entity or governmental authority under the control of or affiliated with Seller or
 - ix. Seller's breach or violation of any term or condition of the Contract or any Order.

8. Disclosure of Ideas and Devices

- a. All information, specifications, and drawings (including those furnished on CD's, encryption devised or on or through any electronic or similar media) furnished to Seller by Buyer, in connection with the Contract shall be considered proprietary information of Buyer and shall be used only in the manufacture of Goods or the performance of Services for Buyer under the Contract, and shall not be disclosed by Seller to any third parties or used for any purposes other than the performance of the Contract, unless, and solely to the extent expressly authorized by Buyer in writing. Upon Buyer's written request, Seller shall return or destroy to Buyer's satisfaction any and all documentation and embodiments of Buyer's proprietary information. In the absence of a written agreement to the contrary, all information, specifications, and drawings furnished to Buyer by or on behalf of Seller in connection with the Contract shall be considered nonproprietary and may be used or disclosed to third parties by Buyer as Buyer determines.
- b. Any invention which is created or made, in whole or in part by employees of Seller which is included in any of the Goods or Services to be provided under the Contract shall be fully disclosed and completely assigned by Seller and such employees to Buyer without further compensation. Any such inventions shall be deemed "works made for hire" and shall be property of the Buyer.

9. Assignment

- a. Neither the Contract nor its performance nor any rights of Seller herein, other than claims for money due or to become due Seller hereunder, may be assigned or otherwise transferred by Seller without prior written consent of Buyer. Claims for money due to Seller from Buyer arising out of the Contract may be assigned, but Buyer shall not be bound by any such assignment unless and until Buyer shall have received written notice and an executed original of the instrument of assignment, and suitable documentary evidence of Seller's authority so to assign. All payments of money due made by Buyer prior to receipt by Buyer of the above evidence of assignment shall be fully credited against Buyer's obligation under the Contract. In no event shall copies of plans, specifications or other similar documents relating to work under this order be furnished to any Assignee as part of any assignment of money due, nor shall the order be so delivered if the same is designated on the face hereof as classified under Government security requirements.
- b. For resolution of doubt, Buyer may assign or transfer the Contract and its rights, duties, agreements and obligations under the Contract without the consent of Seller.



- c. The Contract, and the obligations, rights, terms and conditions of the parties hereunder shall be binding on the parties hereto and their respective successors and permitted assigns. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof or breach or default hereunder.
- d. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

10. Subcontracting

- a. Seller agrees that it will not enter into a subcontract for the procurement of items included in the Products or Services covered by the Contract in completed or substantially completed form, without first obtaining the written approval of Buyer.

11. Material, Tooling and Equipment Furnished To Seller

- a. All material, tooling and equipment which Buyer is required by the Contract to furnish to Seller shall be delivered in sufficient time to ensure Seller to meet its delivery schedule. To the extent that any such material, tooling or equipment is not so delivered by Buyer to Seller, the resultant delay of Seller's delivery of Goods or Services to Buyer shall be excusable. Buyer shall have no liability to Seller by reason of any delay in delivery of, or failure to deliver, any such material, tooling or equipment; and if, as a result of any such delay in delivery or failure to deliver, Buyer shall terminate any Order under the Contract, such termination shall be for the convenience of Buyer and settlement shall be made in accordance with Section 14(c) of these Terms and Conditions.
- b. If any material, tooling, or equipment is furnished by Buyer for performance of this order, all risk of loss of or damage to such material, tooling or equipment, other than from ordinary wear and tear, shall be upon Seller until the same has been redelivered to Buyer. Seller shall properly segregate, identify, maintain and protect all such material, tooling and equipment and shall use the same only in the performance of this order. Title to any such material, tooling or equipment shall remain in Buyer.
- c. Seller shall not be required to account to Buyer for the proceeds from the sale of scrap generated during the performance of this order by the processing of material furnished by Buyer; provided however, that Seller shall replace by purchase from Buyer at Buyer's price then current any such material lost or damaged because of spoilage, breakage or defective workmanship in excess of any allowance made therefore by Buyer. Upon completion of an Order under the Contract, any of the material furnished by Buyer and not consumed in the performance of such Order, and any tooling or equipment furnished by Buyer, shall be disposed of in accordance with instructions from Buyer.
- d. When Buyer has furnished any material, in whole or in part, for the Goods or Services to be provided by Seller under the Contract, Seller shall not substitute material from any other source nor shall Seller alter the physical or chemical properties of such material except in accordance with applicable Buyer specifications or except with Buyer's written approval; in addition, Seller agrees that all "Domestic Specialty Metals" shall be melted in the United States.

12. Excusable Delays

- a. Seller shall be excused for failure or delay in making deliveries to the extent that such failure or delay and was due to any reasonable cause beyond Seller's control and without the fault or negligence of Seller; provided that such cause was not reasonably foreseeable and provided further that that Seller shall have given to Buyer prompt notice in writing of such cause when Seller had notice that, or determined that such cause was likely to delay deliveries under an Order. If any such failure or delay would be reasonably likely to impair Buyer's ability to meet delivery requirements for its products or to meet other contractual obligations, in addition to any rights and remedies which Buyer may have under the Contract, at law or in equity, Buyer shall have the right, at its election and without any liability to Seller, to cancel by notice in writing to Seller the portion or portions of the Order so affected.
- b. Buyer shall be excused for failure or delay in its performance under the Contract due to any cause beyond its reasonable control.

13. Inspection of Records and Plant

- a. Seller agrees that its books, records and its plant, or such parts of its plant as may be engaged in the performance of Contract, shall at all reasonable times be subject to inspection and audit by any authorized representative of Buyer, and by any Department of the United States Government if an Order contains or bears a Government prime contract number or if an Order is a subcontract under a Government prime contract. This right of access shall also apply to any and all sub-tier suppliers and vendors of Seller under any Order, except as otherwise agreed to by Buyer.
- b. Record Retention:



- i. Any records of Seller which provide evidence of conformity to requirements of an Order or to the effective operations of the Seller's quality management system with respect to an Order shall be legible, readily identifiable and retrievable and shall be maintained by Seller for a minimum of four (4) years following the completion or termination of an Order unless otherwise specified by the Order or any regulatory requirement related to the Order. The Seller shall not discard or destroy records following the four (4) year period without written approval from Buyer.
- ii. The Seller shall retrieve and make available any such records requested by Buyer within twenty four (24) hours after the request.

14. Termination

- a. Default. Buyer shall have the right to terminate the Contract or any Order under the Contract in whole or in part without further cost or liability to Buyer in the event of the happening of any one or more of the following:
 - i. the commencement by Seller of a voluntary case in bankruptcy;
 - ii. the commencement against Seller of an involuntary case in bankruptcy, if such case is not dismissed within thirty (30) days from the date of filing;
 - iii. the appointment of a receiver or trustee for Seller, if such appointment is not vacated within thirty (30) days from the date thereof,
 - iv. the execution by Seller of an assignment for the benefit of creditors;
 - v. Seller's failure to make or delay in making deliveries under the Contract, or any Order to the extent failure or delay is not otherwise expressly excusable under the Contract;
 - vi. Seller's failure to provide adequate assurance of due performance when Buyer has reasonable grounds for insecurity with respect to such performance and following a written demand by Buyer for such assurance; or
 - vii. other failure of Seller to perform in accordance with Contract.
- b. In the event Buyer terminates this Contract in whole or in part as provided in Section 14(a), in addition to any rights and remedies which Buyer may have under the Contract, at law or in equity:
 - i. Buyer may procure, upon such terms at a price deemed fair and reasonable and in such manner as Buyer may deem appropriate, goods and services similar to those so terminated, and Seller shall be liable to Buyer for any excess costs for such similar goods and services; and Seller shall continue the performance of the Contract to the extent the same is not terminated; and
 - ii. Buyer may at its option require Seller to transfer to Buyer all materials, work in process, completed Goods, tooling, plans and specifications allocable to the cancelled portion of any Order, in which event Buyer shall credit Seller with the fair value of such items transferred to Buyer.
- c. Buyer may terminate the Contract or any Order under the Contract in whole or in part if the Contract or any Order is a subcontract and is the higher level of contract or prime contract is terminated for any reason and in such event then Seller's termination recovery, if any, shall not exceed a prorated share of Buyer's termination recovery, if any, from its customer.

15. Priority

- a. In the event of any conflict between the terms specified on the face of this order and any of these Purchase Order Conditions, the terms specified on the face of this order shall prevail.

16. Taxes

- a. Unless otherwise agreed to in writing by Buyer, prices set forth in any Order shall include all applicable federal, state and local taxes and duties or other charges.

17. Seller Supplies Services On Buyer's Premises

- a. If any Order covers the performance of Services on the premises of Buyer, then notwithstanding any other insurance required to be carried hereunder, Seller agrees to furnish a certificate from its insurance carriers showing that it carries workers' compensation, automobile liability, public liability, and property damage insurance coverage in amounts satisfactory to Buyer. Such insurance shall name Buyer as an additional insured. If Seller is a self-insurer for workers' compensation purposes, it must have the Department of Labor or other appropriate department of the state in which the services are to be performed and furnish a certificate of same directly to Buyer. Seller further agrees to accept such premises in their present condition as safe and satisfactory for the work to be performed by Seller, and to keep such premises free and clear of all mechanics' liens. Buyer may withhold any and all payments due under the Contract until Seller has furnished evidence satisfactory to Buyer that all bills for labor and material referable to the Contract have been paid in full by Seller.



18. Compliance With Statues and Regulations

- a. Seller warrants and certifies that in performance of the Contract:
 - i. it will comply with all applicable statues, rules, regulations and order, now in effect or hereafter enacted, of the United States or any agency or department thereof, and of any state or political subdivision of any state, including statues, rules, regulations and orders pertaining to labor, wages, hours and other conditions of employment;
 - ii. it will comply with applicable wage and price controls and ceilings, if any, whether such are imposed by law or are a condition of a related prime contract between Buyer and its customer;
 - iii. the Goods and Services provided pursuant to the Contract shall be produced in compliance with the Fair Labor Standards Act, as amended;
 - iv. Seller will not export any technical data or furnished in connection with the Contract that may be subject to export controls, including to any foreign persons that are employees or agents of Seller, unless Seller has verified in writing to Buyer's satisfaction that such export will not violate any applicable US export control laws, including restrictions contained in any export licenses, except as may be expressly authorized under a valid export license or export approval issued by the United States Government or authorized license exception. In addition, the Seller agrees to comply with all other existing and future laws, regulations and orders of any other country or locality which may be applicable in connection with the Goods and Services supplied hereunder. Seller shall be responsible for providing any information that may be required under applicable laws, regulations or orders. And
 - v. Seller will not take any illegal action or provide any illegal payment or gratuity to any official representative or agent of any governmental entity or to any other person for the purpose of influencing an official act or any other purpose proscribed by law, Specifically, Seller will take no action which, if taken by, or with the knowledge of Buyer, could be construed as or constitute a violation of the United States Foreign Corrupt Practices Act.

19. Entire Agreement

- a. The Contract, including all Orders hereunder, sets forth the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, representations and agreements, whether oral or written. No agreement or understanding varying or extending the provisions of the Contract will be binding on Buyer unless in writing and signed by Buyer's its Purchasing Manager, Purchasing Agent, one of Buyer's officers, or other duly authorized representative. No usage of trade or course of dealing shall serve to alter or supplement these Terms and Conditions.

20. Applicable Law

- a. All questions concerning the interpretation, construction, performance and enforcement of this order and remedies in the event of default shall be resolved in accordance with the internal laws of the State of Connecticut, United States of America without giving effect to conflict of laws principles.
- b. The parties agree that any action, demand, claim or counterclaim relating to or arising out of the Contract, or to any claimed breach, shall be maintained in a state or federal court located in the State of Connecticut (USA), and both parties expressly acknowledge that personal jurisdiction and venue shall lie exclusively and is properly in such courts. The parties further agree that any action, demand, claim or counterclaim relating to the validity, interpretation and performance of the Contract, or any other matter between the parties, shall be resolved by a judge, and the parties hereby waive and forever renounce the right to a trial before a jury. With respect to all disputes, the provisions of the United Nations Convention on Contracts for the International Sale of Goods 1980 (as amended, replaced or codified from time to time) shall not apply.

21. Cumulative Rights and Remedies

- a. The rights and remedies herein reserved to Buyer hereunder shall be cumulative and in addition to any other or further rights and remedies provided by law or equity.

22. Captions

- a. Captions as used in this order are for convenience of reference only and shall not be deemed or construed as in any way limited or extending the language of the provisions to which such captions may refer.



23. Time of Essence

- a. Time is of the essence in the performance by Seller of this Contract. Failure of Seller to make delivery of Goods or provide Services within the time specified in an Order under this Contract, or within any extension thereof agreed to in writing by Buyer, shall be a breach of the Contract. If no time is specified in an applicable Order, Buyer may by reasonable advance notification to Seller, terminate an Order in whole or in part if Seller fails to make delivery of Goods or to provide Services within a reasonable time after the date of the applicable Order.

24. **Affirmation Action Compliance Program.** If (a) an Order contains or bears a United States Government prime contract number or if the Contract is a subcontract under a United States government contract; (b) Seller has 50 or more employees, and (c) Seller either has a subcontract of \$50,000 or more or has Government bills of lading which in any twelve (12) month period total or can reasonably be expected to total \$50,000 or more; then in such event, Seller hereby certifies to Buyer that Seller has in effect or will develop a written affirmative action compliance program for each of its establishments in accordance with regulations of the Department of Labor published in 41 C.F.R. Chapter 60, and will comply with all applicable filing requirements relating thereto.

25. Waivers

- a. A waiver of any failure on Seller's part to carry out any condition, term or part of this order shall not act as a waiver with respect to any recurrence of such failure or with respect to a failure to carry out any other conditions, term or part.

26. Import/Export Licenses

- a. Seller shall comply with all import and export laws and regulations of the Seller's country and the United States of America, including but not limited to the International Traffic in Arms Regulations (ITAR) pursuant to the Arms Export Control Act (22 U.S.C. 2778) and the Export Administration Regulations (EAR) pursuant to the Export Administration Act (60 U.S.C. 2401-2420). Seller acknowledges its obligations to control access to technical data, technical assistance, equipment and services, which may also be collectively referred to as Goods and/or Services, under US export laws and regulations, and agrees to adhere to such laws and regulations and any authorization(s) issued there under with regard to any Goods and/or Services supplied hereunder by Seller.
- b. Seller further agrees that for any ITAR or EAR controlled Goods and/or Services, such Goods and/or Services may not be transferred, or otherwise be disposed of in any other country, either in their original form or after being incorporated into other end-items, without the prior written approval of the US Government.
- c. Upon Buyer's request, Seller shall promptly furnish to Buyer all documentation including, but not limited to, import certificates or end-user certificates from Seller or Seller's government, which is reasonably necessary to support Buyer's application for U.S. import or export authorization(s). Buyer shall not be responsible for delays in US importation or exportation of Goods and/or Services supplied hereunder by Buyer due to lack of necessary documentation from Seller or Seller's country.
- d. Seller acknowledges that any Drawings or Specifications furnished by Buyer in connection with any RFQ, or Order, may be subject to export controls, and Seller shall not export such Drawings or Specifications, including disclosure of such Drawings or Services to foreign persons who are employees of the Seller or of any of Seller's lower-tier suppliers, unless Seller has verified that such export will not violate U.S. export control laws, including restrictions contained in any export license.
- e. If applicable, Seller shall be responsible for obtaining the export license(s) necessary to ship the Goods and/or Services to their final destination, as directed by Buyer. Seller shall also be responsible for immediately notifying Buyer, in writing, of any designation (or change in designation) of the Goods and/or Services furnished hereunder which results in the Goods and/or Services being classified as "Defense Articles", "Defense Services", or "Technical Data" as those terms are defined in 22 CFR 120-130. Compliance with export laws and regulations shall not relieve the Seller or Buyer of its obligations under this Order and shall not constitute a force majeure or give rise to an excusable delay hereunder.
- f. Seller may not employ dual country or third country nationals subject to the restrictions of ITAR § 126.1, as may be amended from time to time, to perform any duties or activities that are in any way related to military goods, software, or technology without prior authorization from the relevant government authorities.

27. Order of Precedence

- a. Any inconsistency or ambiguity in Contract shall be resolved by giving precedence in the following order:
 - i. These Terms and Conditions;
 - ii. the Order;
 - iii. any Statement of Work included as part of an Order;



- iv. drawings;
- v. specifications, and
- vi. other documents included herein by reference.