

## Entire Agreement

### 1. Definitions

The following definitions apply to this Order and to any supplemental terms and conditions attached to this Order unless otherwise specifically stated:

- A. Buyer: The legal entity issuing this Order.
- B. Buyer's Purchasing Representative: Buyer's designated purchasing representative responsible for issuing this Order and any amendments or changes thereto.
- C. Seller: The legal entity that contracts with Buyer under this Order.
- D. Order: The contractual instrument of which these terms and conditions are a part.
- E. Government: The United States of America, acting in its contractual capacity.
- F. Prime Contract: The contract under which this Order is issued, if applicable.
- G. FAR: The Federal Acquisition Regulation (Title 48 Code of Federal Regulations Chapter 1), if applicable.
- H. DFARS: The Department of Defense Federal Acquisition Regulation Supplement, if applicable.
- I. Contracting Officer: The Government official(s) authorized to commit the Government contractually under a Government Prime Contract, or the authorized representatives of these officials acting within the scope of their authority.
- J. Days: Calendar days (unless specified otherwise).

### 2. Acceptance of This Order

Seller's written acknowledgement of the Order, its commencement of any performance under the Order, or acceptance of any payment under the Order, shall constitute Seller's unqualified and irrevocable acceptance of this Order subject solely to these terms and conditions. In the event that this Order does not state price or delivery terms, Buyer will not be bound to any prices or delivery terms to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions contained in this Order shall be void and of no effect unless specifically agreed to in writing by Buyer, regardless of whether or not such terms and conditions materially alter this Order and irrespective of any payment by Buyer hereunder.

### 3. Acceptance of Goods and Services

A. All goods and/or services provided by Seller under this Order shall be in accordance with the requirements of this Order, including all applicable exhibits and attachments, and shall be subject to rejection if such goods and/or services are nonconforming. No inspection or evaluation performed by Buyer (and/or Buyer's customer, if applicable) shall in any way relieve Seller or its suppliers of their obligation to furnish all required goods and/or services in strict accordance with the requirements of this Order. If any of the goods and/or services provided hereunder do not conform with the requirements of this Order, Buyer may require Seller to replace the goods or perform the work and/or services again in conformity with the applicable requirements at no cost to Buyer.

B. At Buyer's sole option, any rejected items may be returned for credit or replacement at Seller's risk and expense, and all handling and transportation expenses, both ways, shall be assumed by Seller. No items returned as defective shall be replaced without written authorization from Buyer.

C. Acceptance shall be conclusive, except for latent defects, fraud, or gross mistakes amounting to fraud.

#### 4. Independent Contractor

Seller is an independent contractor and the employees, agents, or representatives of Seller are not employees, agents, or representatives of Buyer for any purpose including, but not limited to, federal, state, and local tax obligations, unemployment and worker's compensation obligations, social security, and any and all other benefits.

#### 5. Invoices and Payment

A. Seller's invoices or vouchers shall contain all certifications required by Buyer and shall include the invoice date, the purchase order number, as well as a complete breakout of the prices by line item for the goods and/or services encompassed by the invoice or voucher.

B. The price for all goods and/or services provided by Seller is all-inclusive and encompasses any and all federal, state, local or foreign taxes and duties that may be applicable, and all installation, testing, debugging, warranty charges, any and all license or use fees, and any other cost of every kind and description associated with Seller's work.

C. Buyer shall pay Seller after receipt of Seller's proper invoices or vouchers for goods and/or services delivered and accepted, less any deductions provided for in this Order. Unless otherwise mutually agreed in writing and stated on the face of the Order, payment terms are net 30 days from receipt of invoice.

#### 6. Shipping, Packing and Marking

A. Except as otherwise provided on the face of this Order, transportation charges on goods sold f.o.b. shipping point must be prepaid and invoiced to Seller. Transportation charges on goods sold f.o.b. destination must be prepaid in all cases. No insurance or premium transportation costs will be allowed unless authorized in writing by Buyer's Purchasing Representative. Risk of loss from any casualty to goods ordered hereunder, regardless of cause, shall be Seller's responsibility until the goods have been delivered in compliance with terms of transportation required by this Order. If Seller does not comply with the stated delivery schedule, Buyer may, in addition to any other rights which it may have at law or in equity, require delivery by the most expeditious way, and any charges resulting from the premium transportation shall be fully prepaid and absorbed by Seller. Title to all goods passes at Buyer's dock unless otherwise specified in this Order.

B. Seller shall pack, mark and ship all goods and supplies in accordance with the requirements of this Order and so as to be in compliance with all applicable transportation regulations and good commercial practice for protection against damage from weather and shipment, including any applicable federal, state and local laws and regulations for the packaging, labeling, transportation and shipping of hazardous materials. Seller shall secure the most advantageous transportation services and rates consistent therewith. No separate or additional charge shall be payable by Buyer for containers, crating, boxing, handling, storage or any other services unless specifically stated in this Order or otherwise agreed to by Buyer in writing. Seller shall mark each container with the number of this Order and shall enclose a packing slip with this Order number in an envelope attached to each container. Damage resulting from improper packing or shipping will be charged to Seller.

C. Acceleration of delivery is not authorized unless specified in writing by the Buyer's Purchasing Representative.

D. Buyer reserves the right to refuse or return at Seller's risk and expense any shipments made in excess of the quantities stipulated in the Order or received in advance of the required delivery schedule, or to keep the goods received in advance of the required delivery schedule and defer payment as if the delivery was made per the required delivery schedule.

#### 7. Non-US Origin Shipments

Buyer Order is being issued to Seller with the expectation that Seller will ship the order to Buyer from a location within the United States. Any shipments originating outside the customs territory of the United States, will import under the terms of sale DDP Buyer facility Incoterms 2010. Seller shall communicate its customs clearance instructions to its International Third-Party supplier prior to the product's arrival into the United States to avoid any delays in delivery to Buyer. Under no circumstances is Buyer to be listed as the importer of record (or consignee for shipments delivered via courier) on customs documents for any orders shipped directly to Buyer from a foreign location and Seller expressly agrees to accept all liability associated with said customs entries for any such orders.

#### 8. Time of the Essence

Time is and shall remain a material element of this Order, and no acts of Buyer, including without limitation modifications of this Order or acceptance of late deliveries or performance, shall constitute a waiver of this provision. Seller shall notify Buyer in writing immediately of any actual or potential delay in the deliveries or performance of this Order and such notice shall include a revised schedule using the Seller's best efforts; provided, however, that Buyer's receipt of such notice shall not constitute a waiver to Buyer's rights and remedies for such late deliveries or performance. Buyer reserves the right to cancel this Order without liability to Buyer and without waiver of any other remedies of Buyer if delivery or performance is not effected as specified in the Order or on written shipping authorizations that may be furnished by the Buyer.

#### 9. Inspection

Buyer (and Buyer's customer, if applicable) through any authorized representatives, has the right at all reasonable times and places to inspect and test the goods and/or services being supplied under this Order, including by Seller's suppliers. Buyer assumes no contractual obligation to perform any inspection or test unless otherwise specifically set forth in this Order. Buyer's failure to inspect or test any goods and/or services shall not relieve Seller from responsibility for any defective or nonconforming goods and/or services. If any inspection or evaluation is made by Buyer or its customer on the premises of Seller or any of Seller's suppliers, Seller or its suppliers shall provide at no additional charge all reasonable facilities and assistance for the safety and convenience of the personnel conducting the inspection or test.

#### 10. Warranty

A. Seller warrants to Buyer, its successors and assigns, that all goods provided hereunder shall be (i) merchantable, (ii) free from defects in material and workmanship, (iii) with regard to goods designed by Seller, free from defects in design, (iv) suitable for the purposes intended whether expressed or reasonably implied, and (v) in compliance with all applicable specifications, drawings, and performance requirements; and that all services provided hereunder shall be (i) free from defects in workmanship, (ii) suitable for the purposes intended whether expressed or reasonably implied, (iii) performed in a professional and workmanlike manner, and (iv) in compliance with all applicable specifications, drawings, and performance requirements.

B. If any nonconformity under this warranty appears within one (1) year after final acceptance of the goods and/or services, Seller shall promptly and diligently repair, replace or correct (by re-performance or otherwise) such nonconformity at no cost to Buyer (including any transportation costs associated therewith). If repair, replacement or correction is not made in a timely manner to Buyer's satisfaction, then the Buyer may, at its election and in addition to any other remedies available to Buyer at law or in equity, correct or have corrected such nonconformity at Seller's expense.

C. If the product requires shelf life code markings to be applied, the Seller shall mark and warranty the goods as per the stated shelf life code markings.

#### 11. Proprietary Information

A. Unless otherwise expressly agreed by Buyer in writing to the contrary, all specifications, information, data, drawings, software and other items supplied to Buyer by Seller under this Order, whether or not marked with any restrictive or proprietary designations, shall be disclosed to Buyer on a non-proprietary basis and may be used and/or disclosed by Buyer without restriction in any way in the conduct of its business. Seller's sole rights with respect to use of such information by Buyer, its successors, subsidiaries, licensees, affiliates, or parents shall be determined only by any valid pre-existing patent rights of Seller as related to the manufacture, use, or sale of goods and/or services covered by this Order. Seller agrees to promptly notify Buyer in writing of any such pre-existing patents or any other similar form of protection which Seller may hold or know of which relates to the goods and/or services to be provided under this Order.

B. If any pre-existing patents, inventions, copyrights, technology, designs, works of authorship, mask works, technical information, computer software, or other information or data of Seller (hereinafter "Seller's Intellectual Property") are used, included, or contained in the goods and/or services provided hereunder, the Seller grants Buyer an irrevocable, transferable, non-exclusive, world-wide, royalty-free license to use Seller's Intellectual Property with such goods and/or services.

C. Unless otherwise expressly agreed in writing to the contrary, all specifications, information, data, drawings, software and other items which are (i) supplied to Seller by Buyer or (ii) obtained or developed by Seller and paid for by Buyer under this Order, shall be the exclusive property of Buyer, shall be maintained by Seller as proprietary to Buyer, shall be used only for purposes of providing goods and/or services to Buyer pursuant to this Order, and shall not be disclosed to any third party without Buyer's express written consent. All such items supplied by Buyer shall be promptly returned to Buyer on request or upon completion or earlier termination of this Order.

#### 12. Buyer's Property

A. All information as well as all drawings, tools, jigs, dies, fixtures, materials, and other items supplied or paid for by Buyer shall be and remain the sole property of Buyer, and Buyer shall have the right to enter Seller's premises and remove any such property and Seller's records with respect thereto at any time without being liable for trespass or for damages of any sort.

B. All such items shall be used only in the performance of work under this Order unless Buyer consents otherwise in writing.

C. Material made in accordance with Buyer's specifications and drawings shall not be furnished or quoted by Seller to any other person or concern without Buyer's prior written consent.

D. Seller shall have the obligation to maintain any and all property furnished by Buyer to Seller and shall be responsible for all loss or damage to the property except for normal wear and tear.

13. Release of Information

Seller shall not publish any information developed under this Order nor distribute it nor make any news release about the existence or subject matter of this Order without Buyer's prior written consent.

14. Intellectual Property

A. Seller warrants that the sale, use or incorporation into manufactured products of any machines, parts, components, services, devices, material, software, and rights furnished or licensed hereunder (collectively "goods") which are not of Buyer's design, composition or manufacture shall be free and clear of infringement or misappropriation of any valid patent, copyright, trademark or other third party intellectual property rights. Seller shall indemnify, defend and save Buyer and its customers harmless from any and all expenses, liability and loss of any kind (including all costs and expenses including attorneys' fees) arising out of claims, suits or actions alleging such infringement or misappropriation, including proceedings under 28 U.S.C. § 1498, which claims, suits or actions Seller agrees to defend with counsel acceptable to Buyer. The Buyer agrees to give the Seller written notice of any such suit or action promptly after notice is received by the Buyer and the Seller agrees to conduct, at its own expense, the entire defense thereof; provided, however, that the Buyer may, at its own election and expense, at any time supersede the Seller in any such defense in which event the Seller shall thereby be released from its obligation under this Article with respect to the particular suit or action involved.

B. Seller further agrees to indemnify, hold harmless and defend, at Seller's own expense, Buyer against all liens, security interests, and/or encumbrances whatsoever asserted against such goods, including claims to said merchandise, asserted by others. To the extent that the goods delivered hereunder are manufactured pursuant to the designs originated by Buyer, the Seller hereby assigns to Buyer, without reservation, all patent rights, copyrights and trademark rights relating to the goods and all related documents, models, computer drawings and other electronic expression, photographs, related documents, models, computer drawings and other electronic expression, photographs, drawings, specifications or other materials ("Protected Materials"). Buyer, in turn, grants to Seller a non-exclusive, non-transferable license to reproduce the Protected Materials for purposes related solely and directly to the Seller's performance of its obligations to Buyer hereunder. No other Protected Materials may be reproduced for any other purpose without the express written permission of Buyer. This non-exclusive license shall terminate immediately upon termination of the Order.

C. Seller may replace or modify infringing goods with comparable goods acceptable to Buyer of substantially the same form, fit and function so as to remove the source of infringement, and shall extend this provision to such comparable goods. If the use or sale of any of the above items is enjoined as a result of such claim, suit or action, Seller, at no expense to Buyer, shall obtain for Buyer and Buyer's customers the right to use and sell the items.

D. Any invention or intellectual property first made, developed or conceived by Seller in the performance of this Order or which is derived from or based on the use of information supplied by Buyer, in whole or in part, alone or with others, shall be the sole property of Buyer, and Seller hereby conveys, transfers and assigns to Buyer all rights, title and interest in and to any such invention or intellectual property. Any original works of authorship created by Seller hereunder are considered "works made for hire" under U.S. Copyright Law (17 U.S.C. §101). This Order shall operate as an irrevocable assignment from Seller to Buyer of all rights to such inventions or intellectual property including all rights, title and interest throughout the world.

15. Changes

A. Buyer shall have the right at any time to (i) suspend all or any portion of Seller's work, and/or (ii) make changes within the general scope of this Order that affect any one or more of the following:

(1) drawings, designs, specifications, or quantities of goods and/or services to be provided hereunder;

(2) the statement of work or description of services;

(3) method of shipment or packing;

(4) the time or place of performance, inspection, delivery, or acceptance of goods and/or services; and

(5) the amount of Buyer-furnished or customer-furnished property or facilities.

B. If any such suspension or change causes a change in the cost of, and/or the time required for, performance of this Order, an equitable adjustment shall be made in the price or delivery schedule or both, and this Order shall be modified in writing accordingly. Any claim by Seller for such an adjustment must be made in writing within twenty days from the date of receipt of a written order from Buyer's Purchasing Representative directing such a suspension or change.

C. Nothing in this clause, including any disagreement with Buyer as to any equitable adjustment, shall excuse Seller from proceeding with this Order as changed. Any disagreement between the parties arising out of this clause shall be resolved in accordance with the clause entitled "Disputes Under This Order."

D. If this Order is placed under a Government Prime Contract, the pricing of any equitable adjustment hereunder, or of any other adjustment under this Order, shall be in accordance with the cost principles enunciated in Part 31 of the Federal Acquisition Regulation in effect on the date of this Order.

E. No constructive changes: Information, advice, approvals or instructions given by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Buyer's and Seller's rights and obligations hereunder unless set forth in a writing which is signed by Buyer's Purchasing Representative and which states that it constitutes an amendment or change to this Order.

#### 16. Access to Records

Buyer shall have access to all records of Seller's performance hereunder.

#### 17. Termination for Convenience

A. Buyer, by written notice, may terminate this Order at any time, in whole or in part, without cause and/or for Buyer's convenience, prior to final delivery of goods and/or completion of services, and such termination shall not constitute a default. In such event, Buyer shall have all rights and obligations accruing both at law and in equity, including Buyer's rights to title and possession of any goods paid for. Seller shall be reimbursed for actual, reasonable, substantiated and allowable costs, plus a reasonable profit for work performed to date of termination. Buyer may take immediate possession of all work so performed upon notice of termination.

B. If this Order is terminated as a result of the termination for convenience of Buyer's Government Prime Contract, then the rights, duties, and obligations of the parties shall be

determined in accordance with the applicable termination for convenience clause incorporated into this Order by the Supplemental Terms and Conditions.

18. Termination for Default

A. Buyer may, by written notice of default to Seller, terminate this Order in whole or in part if Seller fails (i) to deliver the goods and/or perform the services within the time specified in this Order or any extension thereof, (ii) to perform any of the other provisions or meet any of the requirements of this Order, or (iii) to make progress so as to endanger performance of this Order in accordance with its terms and, in either of the second or third circumstances, does not cure such failure within ten days after receipt of written notice from Buyer specifying such failure.

B. If Buyer terminates this Order in whole or in part it may acquire, upon such terms as it deems appropriate, goods and/or services similar to those terminated. Seller shall be liable to Buyer for any excess cost for such similar goods and/or services, provided, however, that Seller shall continue performance of this Order to the extent not terminated under the provisions of this Article and, provided, further, that Buyer shall pay the price set forth in this Order for completed goods or services delivered and accepted.

C. The rights and remedies of Buyer in this Article are in addition to any other rights and remedies provided by law or in equity, or under this Order.

D. If Buyer terminates this Order for Default, the Buyer will not reimburse the Seller for any costs incurred for work performed to date of termination.

19. Set-Off

Buyer shall be entitled at all times to set-off any amount owing at any time from Seller to Buyer, or to any of Buyer's affiliated companies, against any amount payable at any time by Buyer, or by any of its affiliated companies, to Seller.

20. Disputes Under This Order

The parties shall attempt amicably to resolve all disputes arising from or related to this Order. If the parties are unable to resolve amicably such a dispute within a reasonable time, the dispute shall be adjudicated in a court of competent jurisdiction in the construed under the laws of the State of Missouri, as if performed wholly within the state and without giving effect to the principles of conflicts of laws, and any dispute arising from or related to this Agreement shall be submitted to a court located in the State of Missouri. Pending resolution or settlement of any dispute arising under this Order, Seller shall proceed diligently as directed by Buyer with the performance of this Order.

21. Disputes Under A Government Prime Contract

A. If the Contracting Officer of Buyer's Government Prime Contract by a final decision interprets any provision or requirement of Buyer's Prime Contract, and the same or substantially similar provision or requirement is contained in this Order, such interpretation shall be binding between Buyer and Seller, provided that Buyer affords Seller the opportunity to appeal such decision in Buyer's name, and provided further that Seller provides to Buyer any and all information requested by Buyer to justify Buyer's verifying, supporting, or providing any and all certificates required by the Contract Disputes Act of 1978, 41 U.S.C. § 601 et seq. Any such appeal brought by Seller shall be at the sole expense of Seller, who shall be solely responsible for the prosecution of such appeal. If Seller so appeals, Seller shall, upon Buyer's written request, provide to Buyer advance copies of papers to be filed in such appeal and such other information, consultation, and opportunity to participate in the appeal as Buyer may request. As used in this provision, the term "appeal" shall

include any and all proceedings taken by Seller under this provision before any board of contract appeals or federal courts.

B. If Seller asserts against Buyer a claim for either damages or an equitable adjustment in a situation where the facts constituting such claim would also support a claim by Buyer against Buyer's customer, prior to initiating any action or suit on such claim against Buyer in any court, if Buyer so authorizes, Seller shall pursue, to exhaustion of its administrative and judicial remedies, such claim in Buyer's name and at Seller's cost against Buyer's customer.

C. Any reference to the "Disputes" clause in any applicable FAR or DFARS clause incorporated into this Order shall mean this Article 20 "Disputes Under A Government Prime Contract."

## 22. Indemnification

In addition to any other indemnification provision of this Order, Seller shall indemnify, defend and hold harmless Buyer, its officers, directors, and employees, from any and all claims, liabilities, losses, damages, costs, and expenses, including attorneys' fees —

(1) for actual or alleged (a) injury to any person, (b) damage to any property, or (c) violation of any law, ordinance, or regulation, arising from or related to Seller's (or Seller's subcontractors') performance of work in connection with this Order (including, if applicable, Seller's violation of the Truth in Negotiations Act or any implementing or comparable regulation, including FAR Part 15); or

(2) any civil or criminal penalty or fine incurred by Buyer which is caused to any degree or any extent by Seller, its employees, agents, representatives, suppliers, or subcontractors.

(3) Indemnification – Cost or pricing data – Cost accounting standards – Other responsibility matters

Seller agrees to indemnify and hold Production Products harmless to the full extent of any cost or price reduction, plus interest, effected by Production Products' customer, which may result from (i) certified cost or pricing data submitted by Seller or its lower-tier subcontractors which is not accurate, current or complete as certified by seller; (ii) the failure by Seller or its lower-tier subcontractors to disclose and consistently follow applicable cost accounting practices and standards or otherwise comply with pertinent parts of the FAR, applicable agency supplements thereto, and standards and regulations promulgated by the Cost Accounting Standards Board. Seller further agrees to indemnify, defend, and hold Buyer harmless from and against any losses, liabilities, offsets and expenses (including reasonable attorney's fees) arising out of or relating to Seller's failure to comply with (i) the provisions of the Anti-Kickback Act or FAR 52.203-7 or (ii) 52.203-13, Contractor Code of Business Ethics and Conduct, if applicable to this Subcontract.

## 23. Contract cost principles and procedures

Seller agrees that to the extent applicable, costs allocated to this Subcontract shall be in full compliance with Subpart 31.2 of FAR (Subpart 31.3 for Educational Institutions) and the applicable agency supplements thereto, if any, set forth in Part II hereof. In the event such compliance is not maintained, Seller agrees to compensate Production Products to the full extent of any prices or costs, including any penalties or interest that are determined by Production Products' customer to be unallowable or unreasonable or not allocable, under Production Products' contract with its customer.

## 23. Design Changes

During performance of this Order, Seller shall not make any changes in the design of goods to be furnished by Seller under this Order without advance written notification to and written approval of Buyer. This requirement applies whether or not there is a cost impact associated with the change and regardless of the type of change involved, including product improvements.



#### 24. Export Control

Seller agrees to comply fully with all applicable laws and regulations of Seller's country and of the United States pertaining to the export of any hardware, software, defense service, information or technical data provided by, through or with the cooperation of the Buyer in the performance of this Order, whether in the United States or abroad. This Order may involve information or items that are subject to the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR) and that may not be released to Foreign Persons inside or outside the United States without the proper export authority.

The ITAR defines a "Foreign Person" as any person who is not a U.S. citizen, a lawful permanent resident as defined by 8 USC 1101(a)(20), or a protected individual as defined by 8 USC 1324b(a)(3). Foreign Person is also defined as a corporation, a business, an association, a partnership, or any other entity that is not incorporated or organized to do business in the United States and as international organizations, foreign governments, and any agency or subdivision of foreign governments (e.g., diplomatic missions).

Seller further agrees that it will not export or re-export, directly or indirectly, any hardware, software, defense service, information or technical data provided by, through or with the cooperation of the Buyer to any Foreign Person, including persons employed by or associated with, or under contract with the Seller or Seller's lower-tier suppliers without the prior written consent of the Buyer and without first obtaining any required export license or other approval.

In addition, should Seller participate in the performance of this Order at Buyer's facilities, Seller shall inform Buyer in advance in writing of the country of citizenship (or countries, in the case of dual citizenship) of each Foreign Person employee, agent, or representative of Seller or of Seller's suppliers prior to such person being allowed access to Buyer's facilities. Seller's and Seller's suppliers' Foreign Person employees, agents, or representatives shall not participate in the performance of this Order at Buyer's facilities without Buyer's written consent.

Seller shall comply with the registration requirements of the International Traffic in Arms Regulations at 22 CFR §122.1, as applicable.

Seller shall indemnify and hold Buyer harmless for all claims, demands, damages, costs, fines, penalties, attorneys' fees and other expenses arising or resulting from Seller's failure to comply with this clause.

#### 25. Compliance with Laws

Seller shall comply with the applicable provisions of all federal, state, and local laws and ordinances and all lawful orders, rules, and regulations thereunder, and such compliance shall be a material requirement of this Order.

#### 26. Notification of Employee Rights Under Federal Labor Laws

Seller shall comply, as applicable, with the requirements of 29 CFR Part 471 - Notification of Employee Rights Under Federal Labor Laws, and 29 CFR Part 471, Appendix A to subpart A is incorporated by reference into this Order with the same effect as though set out in full text herein. Seller, by signing its offer, hereby certifies compliance with the requirements of 29 CFR Part 471.

#### 27. Duty to Proceed

Except as expressly authorized in writing by Buyer, no failure of Buyer and Seller to reach agreement with respect to any dispute relating to or arising under this Order shall excuse Seller from proceeding diligently with the performance of the work required by this Order.

28. Certificates

Seller shall furnish to Buyer any certificate required to be furnished by any provision of this Order, including any clauses incorporated by reference herein, and any certificate required by any future law, ordinance, or regulation with respect to Seller's compliance with the terms and provisions of such laws, ordinances, or regulations. As used in this Article, the word "certificate" shall include any plan or course of action or recordkeeping function.

29. Incorporation of Supplemental Terms & Conditions

If this Order is placed under a Government Prime Contract, then the clauses set forth by citation in the Supplemental Terms and Conditions, attached as Supplement 1 and, if applicable, Supplement 2, are incorporated by reference into this Order with the same force and effect as though set out in full text herein.

30. Order of Precedence

A. In the event of any inconsistency or conflict between or among the provisions of this Order, such inconsistency or conflict shall be resolved by the following descending order of precedence: (i) Typed provisions set forth in this Order; (ii) Documents incorporated by reference on the face page(s) of this Order; (iii) These standard terms and conditions, and any supplemental terms and conditions as referenced herein and/or set forth on the reverse side of the Order; (iv) The Statement of Work; and (v) Specifications attached to this Order or incorporated by reference. Buyer's specifications shall prevail over any specifications of Seller.

B. In the event of conflict between specifications, drawings, samples, designated type, part number, or catalog description, the specifications shall govern over drawings, drawings over samples (whether or not approved by Buyer), and samples over designated type, part number, or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this Order, Seller shall, before proceeding, consult Buyer, whose written interpretation shall be final and binding on the parties.

31. Construction

The construction of this Order shall be governed by the law specified in the article entitled "Disputes Under This Order." The title designations of the numbered articles and provisions to this Order are for convenience only and shall not affect the interpretation or construction of this Order. Notwithstanding any other provisions of these terms and conditions, upon prior written notice to Buyer and to the extent that such use will not interfere with Seller's performance of this Order or any other purchase order/subcontract between Seller and Buyer, Seller, with the U.S. Government's written authorization, may use any furnished property, data, information or other items, which the U.S. Government owns and/or for which it has the right to authorize use on other U.S. Government contracts or subcontracts.

32. Assignment

Seller shall not sell, assign, or in any manner transfer this Order or its rights, duties, and obligations under this Order without first obtaining the written consent of Buyer. Any attempted assignment without such consent shall be void. The foregoing shall not apply to assignment to any successor entity in the event Seller shall change its name. Notwithstanding the foregoing, in the event of an

approved sale, assignment or transfer as provided hereunder, Seller shall remain liable, jointly and severally, to Buyer for all obligations arising under or resulting from this Order.

33. Notices

All notices required or permitted to be sent by either party shall be deemed sufficiently given when delivered by hand delivery or sent by telecopy (which is confirmed), recognized overnight courier service or certified mail, return receipt requested, to the parties at the addresses shown on the first page of this Order for each party and to the attention of the individual who executes this Order on behalf of the party to whom the notice is sent. All notices shall be deemed given (i) on the date of delivery if delivered by hand or sent by telecopy, (ii) on the next business day if sent by recognized overnight courier service and (iii) on the third business day following the date sent by certified mail, return receipt requested. Either party may designate, in writing, a different manner of address for notices under this Order.

34. Survival

Seller's obligations under the warranty, proprietary information, Buyer's property, indemnification and intellectual property provisions of this Order shall survive completion or any earlier termination of this Order.

36. Waiver, Remedies, and Severability

A. The failure or delay of Buyer to insist on performance of any provision of this Order, or to exercise any right or remedy available under this Order, shall not be construed as a waiver of that provision, right, or remedy in any later instance. Further, if any provision of this Order is or becomes void or unenforceable by operation of law, the remaining provisions shall be valid and enforceable.

B. Unless otherwise expressly stated in this Order, the rights and remedies of both parties hereunder shall be in addition to their rights and remedies at law or in equity; provided, however, that in no event shall Buyer be liable to Seller for any anticipatory profits or for any special (including multiple or punitive), indirect, incidental, or consequential damages howsoever arising.

37. Far Clauses Applicable to this Subcontract

The clauses in FAR Subpart 52.2 referenced in subparagraph (a), the clauses applicable at the dollar thresholds in subparagraph (b), and those clauses referenced and checked in subparagraph (c) below, in effect on the date of this Subcontract, are incorporated herein and made a part of this subcontract. To the extent that an earlier version of any such clause is included in the Prime Contract or higher-tier subcontract under which this Subcontract is issued, the date of the clause as it appears in such Prime Contract or higher tier subcontract shall be controlling and said version shall be incorporated herein.

a. The following clauses are applicable to this order:

FAR Ref Title of Clause

52.203-3 gratuities

52.203-5 Covenant Against Contingent Fees

52.203-7 Anti-Kickback Procedures

52.203-8 Cancellation, Rescission, and Recovery of Funds for illegal or Improper Activity

52.203-10 Price or Fee Adjustment for illegal or Improper Activity

52.203-12 Limitation on Payments to Influence Certain Federal Transactions

52.203-15 Whistleblower Protections Under the American Recovery and Reimbursement Act of 2009

52.204-4 Printed or copied double-sided on Recycled paper

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards

52.209-9 Updates of Publicly Available Information Regarding Responsibility

52.211-5 Material Requirements  
52.211-15 Defense Priority and Allocation Requirement  
52.215-2 Audit and Records –Negotiations  
52.215-11 Price Reduction for Defective Certified Cost or Pricing Data –Modifications  
52.215-13 Subcontractor Certified Cost or Pricing Date –Modifications  
52.215-14 Integrity of Unit Prices  
52.215-15 Pension Adjustments and Asset Reversions  
52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) other than Pensions  
52.216-7 Allowable Cost and Payment (Cost Reimbursement or Time & Materials)  
52.218-19 Notification of Ownership Changes  
52.219-8 Utilization of Small Business Concerns  
52.222-1 Notice to the Government of Labor Disputes  
52.222-19 Child Labor – Cooperation With Authorities and Remedies  
52.222-20 Walsh-Healy Public Contracts Act (if Subcontract exceeds \$15,000)  
52.222-21 Prohibition of Segregated Facilities  
52.222-26 Equal Opportunity (only Paragraphs (b)(1) through (c)(11))  
52.222-37 Employment Reports on Veterans  
52.222-40 Notification of Employee Rights Under the National Labor Relations Act  
52.222-50 Combating Trafficking in Persons  
52.222-54 Employment Eligibility Verification  
52.223-3 Hazardous Material Identification and Material Safety Data  
52.223-6 Drug-Free Workplace  
52.223-11 Ozone – Depleting Substances  
52.223-14 Toxic Chemical Release Reporting  
52.223-18- Encouraging Contractor Policies to Ban Text Messaging While Driving  
52.225-13 Restrictions on Certain Foreign Purchases  
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement  
52.227-3 Patent Indemnity  
52.227-6 Royalty Information  
52.227-11 Patent Rights – Ownership by the Contractor  
52.228-7 Insurance – Liability to Third Persons  
52.229-3 Federal, State, and Local Taxes  
52.230-2 Cost Accounting Standards (except Paragraph (b))  
52.230-6 Administration of Cost Accounting Standards  
52.232-7 Payments under Time & Materials and Labor Hour Contracts  
52.232-17 Interest  
52.232-18 Availability of Funds  
52.232-20 Limitation of Cost  
52.232-23 Assignment of Claims  
52.232-23 Assignment of Claims Alternate I  
52.233-4 Applicable Law for Breach of Contract Claim  
52.234-1 Industrial Resources Developed under Defense Production Act Title III  
52.242-1 Notice of Intent to Disallow Costs  
52.242-3 Penalties for Unallowable Costs  
52.242-4 Certification of Final Indirect Costs  
52.242-13 Bankruptcy  
52.243-1 Changes – Fixed Price  
52.243-6 Change Order Accounting  
52.244-6 Subcontracts for Commercial Items  
52.245-4500 Demilitarization and Trade Security Control Requirement and Procedures  
52.246-2 Inspection of Supplies – Fixed - Price  
52.246-16 Responsibility for Supplies  
52.246-23 Limitation of Liability  
52.247-63 Preference for US Flag Air Carriers  
52.247-64 Preference for Privately Owned UD Flag Commercial Vessels  
52.249-2 Termination for Convenience of the Government (Fixed-Price)

52.249-8 Default (Fixed-Price Supply and Service)  
52.249-14 Excusable Delays  
52.253-1 Computer Generated Forms

b. The following clauses are applicable to this Subcontract at the indicated dollar values:

FAR Ref Title of Clause

52.203-6 Restrictions on Subcontractor Sales to the Government (if Subcontract exceeds \$150,000)

52.203-7 Anti-Kickback Procedures (except paragraph (c)(1)) (if Subcontract exceeds \$150,000)

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (if Subcontract exceeds, expected to exceed \$150,000)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (if Subcontract exceeds, expected to exceed \$150,000)

52.503-13 Contractor Code of Business Ethics and Conduct (if Subcontract exceeds, expected to exceed \$5,000,000 and a performance period >120 days)

52.203-14 Display of Hotline Poster(s) (if Subcontract exceeds, expected to exceed \$5,000,000 or a lesser amount established by the Government)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (if Subcontract will exceed \$30,000)

52.215-2 Audit and Records-Negotiation (if Subcontract exceeds \$150,000)

52.215-14 Integrity of Unit Prices (except paragraph (b))(if Subcontract exceeds, expected to exceed \$150,000)

52.219-9 Small Business Subcontracting Plan (if Subcontract exceeds \$650,000)

52.222-35 Equal Opportunities for Veterans (if Subcontract exceeds \$15,000)

52.222-36 Affirmative Action for Workers with Disabilities (if Subcontract exceeds \$15,000)

52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (if Subcontract is \$100,000 or more)

52.222-38 Compliance with Veteran's Employment Reporting Requirements (if Subcontract is \$150,000 or more)

52.222-54 Employment Eligibility Verification (if Subcontract has a value of more than \$3,000)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (if order exceeds \$3,000)

52.227-1 Authorization and Consent (if Subcontract is expected to exceed \$150,000) or Authorization and Consent - Alternate I if included in Prime Contract or Government Subcontract

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (if Subcontract is expected to exceed \$150,000)

1. References to DFAR supplement: All references herein to "DFAR SUPPLEMENT" or "DFAR SUPP" shall mean the Department of Defense Supplement to the Federal Acquisition Regulation.

2 .DFAR Supplement clauses applicable to this order: The clauses in DFAR Supplement Subpart 252.2 referenced in subparagraph (a) and those clauses referenced and checked in subparagraph (b) below, in effect on the date of this Order, are incorporated herein and made a part of this Order. To the extent that an earlier version of any such clause is included in the Prime Contract or Subcontract under which this Order is issued, the date of the clause as it appears in such Prime Contract or Subcontract shall be controlling and said version shall be incorporated therein. In all such clauses, unless the context of a clause requires otherwise, the term "Contractor" shall mean Seller, the term "Contract" shall mean this Order, and the term "Government" "Contracting Officer" and equivalent phrases shall mean Buyer and Buyer's Purchasing Representative, respectively. It is intended that the referenced clause shall apply to Seller in such manner as is necessary to reflect the position of Seller as a subcontractor to Buyer, to insure Seller's obligations to Buyer and to the United States Government, and to enable Buyer to meet its obligations under its Prime Contract or Subcontract.

252.203-7000 Requirements Relating to Compensation of Former DOD Officials  
252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies

252.203-7002 Requirement to Inform Employees of Whistleblower Rights  
252.204-7000 Disclosure of Information  
252.204-7003 Control of Government personnel work products  
252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting  
252.204-7015 Disclosure of Information to Litigation Support Contractors  
252.205-7000 Provision of Information to Cooperative Agreement Holders  
252.209-7004 Subcontracting with firms that are owned or controlled by the Government of a Terrorist Country (If order exceeds \$30,000)

252.223-7001 Hazard Warning labels  
252.223-7008 Prohibition of Hexavalent Chromium  
252.225-7001 Buy American and Balance of Payments Program -Basic  
252.225-7002 Qualifying Country sources as Subcontractors  
252.225-7004 Report of Intended Performance Outside the United States and Canada - Submission After Award (of order exceeds \$650,000)

252.225-7006 Quarterly Reporting of Actual Contract Performance outside of the US (If order exceeds \$650,000)

252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies

252.225-7009 Restrictions on Acquisition of Certain Articles Containing Specialty Metals  
252.225-7012 Preference for Certain Domestic Commodities  
252.225-7013 Dust-Free Entry  
252.225-7021 Trade Agreements  
252.225-7033 Waiver of United Kingdom Levies  
252.225-7041 Correspondence in English  
252.225-7048 Export-Controlled Items  
252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

252.227-7013 Rights in Technical Data - Noncommercial Items  
252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation

252.227-7015 Technical Data - Commercial Items  
252.227-7016 Rights in Bid or Proposal Information

252.227-7019 Validation of Asserted Restrictions - Computer Software  
252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked  
w/Restrictive Legends

252.227-7026 Deferred Delivery of Technical Data or Computer Software  
252.227-7027 Deferred Ordering of Technical Data or Computer Software  
252.227-7030 Technical Data - Withholding of Payment  
252.227-7037 Validation of Restrictive  
252.227-7039 Patents - Reporting of Subject Inventions  
252.231-7000 Supplemental Cost Principles  
252.235-7010 Acknowledgement of Support and Disclaimer  
252.242-7006 Accounting System Administration  
252.244-7000 Subcontracts for Commercial Items  
252.246-7001 Warranty of Data  
252.246-7003 Notification of Potential Safety Issues

38. DPAS PRIORITY RATING

If so identified, this Subcontract is a "rated order" certified for national defense use, and Seller's signature constitutes acceptance of requirements under the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

39. Entire Agreement

The parties hereby agree that this this Order, including any attachments and documents incorporated by reference, constitutes the entire agreement between Buyer and Seller, and shall supersede and replace any and all prior representations, agreements, understandings, and communications between Buyer and Seller related to the subject matter of this Order, whether oral or written. No amendment or modification of this Order shall be binding upon either party unless it is set forth in a written instrument signed by authorized representatives of both Buyer and Seller.

The Seller also certifies that the organization or any of its Principals are not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal agency. In the event the Seller is proposed or debarred by any Federal agency during the performance term of this subcontract, Seller shall notify the Buyers contractual representative immediately in writing.