

P & B METAL COMPONENTS LIMITED.

TERMS AND CONDITIONS OF SALE.

REVISION 21/07/2016

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ARTICLE 1 - DEFINITIONS. As used throughout this Agreement:

- (a) "Seller" means the P & B Metal Components Limited.
- (b) "Purchaser" means the party contracting with Seller to perform the work hereunder.
- (c) "Agreement" means these terms and conditions, purchase orders or purchase agreements issued to Seller referencing these terms and conditions, and any supply

agreements, specifications, statements of work, or other papers referenced in such purchase orders or purchase agreements.

- (d) "Goods" means all products contracted for and supplied by Seller under this Agreement, including all components, raw materials, and intermediate assemblies thereof.
- (e) "Services" means those services contracted for and supplied by Seller under this Agreement and as may further be described in order acknowledgments, statements of work, specifications, or other papers included in this Agreement.

ARTICLE 1B– CONSTRUCTION RULES.

- (a) Plural. Plurals shall be deemed to include the singular, and singular shall include plural.
- (b) Gender. Masculine shall be deemed to include feminine, feminine shall include masculine, and gender neutral shall include both the masculine and feminine.
- (c) Including. The term including, when used herein, shall be deemed to mean including without limitation. (d) Headings. The heading designations are supplied for convenience only, and may not accurately or fully describe all of the requirements of a section. The headings or sub-headings do not limit or modify the scope and applicability of the sections.

ARTICLE 2 - TERMS AND CONDITIONS. Either Seller's written acknowledgement or Seller's full or partial performance under this Agreement, whichever occurs first, will constitute acceptance of this Agreement. Any acceptance of this Agreement by Seller is limited to acceptance of the express terms of the offer set forth in this Agreement. Any proposal for additional or different terms is rejected unless accepted in writing by the Seller. Additional or differing terms or conditions proposed by purchaser or included in purchaser's acknowledgment hereof are hereby objected to by seller and have no effect unless expressly accepted in writing by seller.

Purchaser acknowledges and confirms that: (1) it has had an opportunity to carry out a thorough due diligence exercise in relation to the requirements of this Agreement and has asked the Seller all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Goods and Services in accordance to their requirements; (2) it has received all information requested by it from the Seller to enable it to determine whether it is able to provide the Goods and Services in accordance with their requirements; (3) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Seller pursuant to this Article 2; (4) it has raised all relevant due diligence questions with the Seller before entering into this agreement; (5) the terms of this agreement have been specifically negotiated; and (6) it has entered into this agreement in reliance on its own due diligence.

ARTICLE 3 -PAYMENT TERMS.

- (a) Unless otherwise stated or agreed, the Purchaser will pay the full invoiced amount to Seller within thirty (30) days from the Order Invoice Date. Order Invoice Date shall be (a) the date goods are invoiced and despatched by Seller (b) the date invoices are raised and send to Purchaser following notification of consignment stock usage.
- (b) Payment Details. All payments must be made to the following: HSBC, 9 The Boulevard, Crawley, West Sussex, RH10 1UT
GBP Account Number: 63667154 Sort Code: 40-18-22

GBP IBAN: GB70MIDL40182263667154
US\$ IBAN: GB86MIDL40051574362999
Euro IBAN: GB89MIDL40051574361587

- (c) Taxes. All sums payable under this Agreement shall payable by the Purchaser.

ARTICLE 4 - QUOTATIONS

- (a) All quotations are subject to this agreement and are valid for 7 days from date of quotation.
- (b) Metal prices are subject to variation according to London Metal Exchange (LME) and will be adjusted at date of order if applicable.
- (c) Quotations are based on quantity supplied to Seller by Purchaser or Minimum Order Quantities (MOQ's), whichever is the greater. Purchaser will accept price based on MOQ if quantity required is below MOQ. If quantity order is different from either of the above, it is the Purchaser's responsibility to request a new quotation to ascertain new cost before placing order.
- (d) Final cost of order will be confirmed by order acknowledgment sent to Purchaser. Purchaser accepts final cost stated on order acknowledgment.

ARTICLE 5 -DESIGN, DRAWINGS AND TOOLING

- (a) Designs and drawings commissioned by Purchaser remain the property of the Seller unless previously agreed with Seller
- (b) Seller is not liable for any failure of product where designs have been prepared to Purchaser's specification. Purchaser agrees to pay any additional costs incurred by Seller to correct any failures.
- (c) Seller accepts no liability for faulty parts produced in accordance with Purchasers design, after Purchaser has issued written approval of design. Purchaser is liable for additional costs incurred to correct faults.
- (d) Where Seller has invested in tooling, tooling remains the property of Seller, unless previously agreed with Seller.
- (e) Where Seller informs Purchaser of tooling investment is needed to replace or prolong life of tool, Seller accepts no liability for faulty parts or delayed shipments caused by Purchaser not investing.
- (f) Seller reserves the right to charge Purchaser for any tooling maintenance carried out by the Seller, and not authorized by Purchaser, in order to maintain tool performance.
- (g) Where free issue tooling has been provided by Purchaser for use by Seller, Seller is not liable for faulty components produced from free issue tool.
- (h) Seller is not liable for work carried out on free issue components which are subsequently found to be faulty. However, the company accepts liability for the work actually done

ARTICLE 6 -ORDER ACCEPTANCE

- (a) Final cost of order will be confirmed by order acknowledgment sent to Purchaser. Purchaser accepts final cost stated on order acknowledgment.

- (b) Purchaser accepts that standard lead times are given in good faith. Lead times may increase during busy periods and Purchaser accepts that Seller is not liable in the event of increased lead time, Seller shall not be liable to incur costs for premium freight or express delivery charges in relation to an increased lead time. Purchaser will accept despatch date given by Seller on order acknowledgment.
- (c) Unless previously agreed with the Seller, bulk orders have a sunset clause of 1 (one) year from purchase order date, and must be completed within this time period. Seller will apply a 1% finance fee for every month order is not completed. Purchaser agrees to this charge
- (d) Seller reserves the right to manufacture, ship and invoice the balance of an order if not completed by sunset date. Purchaser agrees to receive goods and pay invoice as per Sellers credit terms.
- (e) Purchaser is liable for any additional cost incurred by Seller for any orders not completed within sunset clause, which are in addition to paragraph (e) and (f). Purchaser agrees to this liability.

ARTICLE 7 -ACKNOWLEDGED DESPATCH DATE AND QUANTITIES

- (a) All despatch dates given on order acknowledgments are done so in good faith and every effort will be made to achieve date given. In the event of a delay of shipment, no liability shall be accepted by Seller. Seller shall not be liable to incur costs for premium freight or express delivery charges in relation to any delay, and it will be the responsibility of the Purchaser to inform Seller and arrange any premium freight required.
- (b) Seller will not be liable for any additional freight costs following part shipments required by Purchaser, due to delayed delivery.
- (c) Seller accepts no liability for any line stops, overtime, penalty clauses or other such additional costs incurred by Purchaser, due to delayed delivery of order. Purchaser may not debit Seller for any such costs.
- (d) Purchaser agrees that Seller can under or over ship by 10% on each order. Purchaser agrees to pay increased invoice for orders over shipped, and agrees to call order complete for under shipments.
- (e) Purchaser must inform Seller of any shortage (exceeding 10% of order) within 7 days of receipt of goods. Any claim for shortage made after this period will be rejected by Seller

ARTICLE 8 -TRANSPORTATION AND DELIVERY.

- (a) Goods covered by this Agreement shall be shipped in accordance with ICC Incoterms, 2010 Edition. Incoterms will be stated on Order Acknowledgment sent to Purchaser.
- (b) Seller shall release rail or truck shipments at the lowest released valuation permitted in the governing tariff or classification. Seller will pay no charges for unauthorized transportation. Any unauthorized shipment which results in excess transportation charges must be fully prepaid by the Purchaser.
- (c) Seller is not liable for any Customs Duties, or Charges of Fines levied in respect of importation of goods. Purchaser accepts responsibility for these charges if applicable to shipment

- (d) In the event of loss or damage in transit, Purchaser will make claim to relevant party as determined by Incoterm applicable to shipping. Purchaser may not pursue Seller for any claim unless Incoterm denotes this.
- (e) Seller will notify Purchaser when goods are ready to be despatched. If Purchaser is to arrange delivery, Seller reserves the right to charge a storage charge for any order not collected within one week of notification. Purchaser agrees that invoice is payable from date of notification, not date of collection, and will pay Seller as per agreed credit terms

ARTICLE 9 - CANCELLATION.

- (a) If Purchaser cancels all or part of order, Purchaser will be liable for any costs already incurred by Seller.
- (b) Purchaser will be liable for material ordered. Seller reserves the right to ship material to Purchaser in the event of cancellation, and invoice along with any other additional charges incurred by Seller
- (c) Seller reserves the right to cancel all or any part of order if order cannot be produced due to poor design and/or tooling performance, if Seller has previously notified Purchaser of issues. Purchaser is liable for balance of material if order is cancelled by Seller.

ARTICLE 10 -DISPUTE RESOLUTION.

- (a) Arbitration. If any dispute arises relating to this Agreement, the parties will endeavor to resolve the dispute amicably, including by designating senior managers who will meet and use commercially reasonable efforts to resolve any such dispute. If the parties' senior managers do not resolve the dispute within sixty (60) days of first written request, either party may request that the dispute be settled and finally determined by binding arbitration. If Purchaser is located in European Union, the arbitration will be conducted in accordance with the rules of the London Court of Arbitration. If the Purchaser is located in the United States, arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. In either case, arbitration will be at a mutually agreed location, by one or more arbitrators appointed in accordance with the applicable rules. The arbitrator(s) will have no authority to award punitive damages, attorney's fees and related costs or any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Agreement and applicable law. The award of the arbitrator(s) will be final, binding and non-appealable, and judgment may be entered thereon in any court of competent jurisdiction. All statements made or materials produced in connection with this dispute resolution process and arbitration are confidential and will not be disclosed to any third party except as required by law or subpoena. Except as specified in paragraph (c) below, the parties intend that the dispute resolution process set forth in this Article will be their exclusive remedy for any dispute arising under or relating to this Agreement or its subject matter.
- (b) If Purchaser is located outside of the European Union or United States, the terms set forth in paragraph (a) above apply, except disputes shall be finally settled under the rules of the International Chamber of Commerce, in a mutually agreed location.
- (c) Exception. Either party may at any time, without inconsistency with this provision, seek from a court of competent jurisdiction any equitable, interim, or provisional relief to avoid irreparable harm or injury. This provision will not apply to and will not bar litigation

regarding claims related to a party's proprietary or intellectual property rights, nor will this provision be construed to modify or displace the ability of the parties to effectuate any termination contemplated by this Agreement.

ARTICLE 11 - SELLER'S PROPERTY.

- (a) All tangible and intangible property furnished to Purchaser by Seller, or paid for in whole or in part by Seller ("Seller's Property") shall be and remain the personal property of Seller, and, unless otherwise agreed to in writing by Seller shall be used by Purchaser solely to render Goods or Services from Seller. Such property shall be plainly marked or otherwise adequately identified by Purchaser as being the property of Seller and shall be safely stored apart from Purchaser's property. Seller's property while in Purchaser's custody or control shall be held at Purchaser's risk and shall be insured by Purchaser for replacement cost with loss payable to Seller. Such property shall be subject to removal at Seller's written request, and Purchaser shall deliver it to Seller in the same condition as originally received by Purchaser, reasonable wear and tear excepted.
- (b) Seller hereby grants Purchaser a license to use Seller's Property for the sole purpose of performing its obligations under this Agreement. Seller's Property shall not be used, disclosed to others or reproduced for any purpose, including, but not limited to, (1) to provide any part by sale or otherwise, to any person or entity other than Seller. Purchaser may provide Seller's Property to Purchaser's contractors for the sole purpose of assisting Purchaser in performing its obligations under this Agreement on condition that Purchaser's contractors agree in writing to the terms of the intellectual property provisions of this Agreement for the Seller's benefit. This license is non-assignable and may be terminated with or without cause by Seller at any time. All Sellers' Property shall be deemed proprietary to Seller, whether or not marked with any restrictive legend.

ARTICLE 12 -INTELLECTUAL PROPERTY OWNERSHIP.

- (a) Seller shall be entitled to full ownership of all data, information, inventions, or discoveries, whether patented or unpatented ("IP"), conceived or first actually reduced to practice in the performance of this Agreement. Seller shall also be entitled to full ownership of all IP, related in any way to the maintenance, repair or overhaul of Goods supplied to Purchaser, or Services performed by Purchaser, under this Agreement. Purchaser will assign and to Seller all such IP and all intellectual property rights thereto. Purchaser further agrees to provide reasonable assistance to Seller, at Seller's expense, for securing all such intellectual property rights.
- (b) The Purchaser agrees to promptly disclose any IP to Seller and cooperate with Seller in obtaining, at Seller's expense, any intellectual property rights Seller deems necessary. Purchaser will procure from its employees, at Purchaser's sole expense, the execution of all patent applications, assignments and other instruments necessary for the procurement of patents and to the vesting of title thereto in Seller.
- (c) All copyrightable IP, which is created by Purchaser pursuant to this Agreement, shall be deemed "Works Made for Hire", as that phrase is defined under the relevant EU legislation and the UK Copyright, Design and Patents Act 1988, c. 48, as amended, on behalf of Seller, and Seller shall own all right, title and interest, including the worldwide copyright, in and to such materials. Seller shall become the sole owner of any and all notes, reports, memoranda, and any other information (regardless of the media of

expression) made or prepared in connection with any order fulfilled by Seller. If by operation of law any of the material is not "Work Made for Hire", then Purchaser agrees to assign, and hereby assigns, to Seller the ownership of such material including all copyrights thereto. Purchaser shall provide any assistance required to perfect Seller's rights under this paragraph.

- (d) If Seller notifies Purchaser that Goods or Services ordered under this Agreement are patented, Purchaser agrees to mark such Goods or Services with any patent numbers or other markings designated by Seller, including updates to such numbers or markings.

ARTICLE 13 - INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY.

- (a) Except as otherwise agreed in writing with Seller, Purchaser warrants that it is not the proprietor of any intellectual property rights (including copyright, trade secret or confidential information, patent, application for patent, industrial design, invention or license right) which would impair or restrict the freedom of Seller, or Seller's subsidiaries and affiliates, and their respective vendors and customers, to make use of the Goods or Services. In the event that this situation changes, Purchaser hereby agrees not to assert any such intellectual property rights against Seller, Seller's subsidiaries and affiliates, and their respective vendors and customers, on account of any use made of such work product (or derivatives or improvements thereof) by any of them. Purchaser agrees to obtain the same warranty and commitment contained in this article running in favor of Seller, Seller's subsidiaries and affiliates and their respective vendors and customers from each of Seller's subcontractors.
- (b) Purchaser shall indemnify, defend, and hold harmless Seller, and Seller's subsidiaries and affiliates, and their respective vendors and customers, against any actions at law or in equity, and from any claims (including attorneys' fees) arising out of any claim that the manufacture, use, sale, or furnishing of Goods and/or Services constitutes infringement of any intellectual property right. If an injunction should issue, Purchaser shall procure for Seller, and Seller's subsidiaries and affiliates, and their respective vendors and customers, the rights to continue using said Goods and/or Services, or modify them in a manner acceptable to Seller so they become non-infringing, or with the written approval of Seller, remove said Goods and/or Services and cancel the order.
- (c) Any compensation which may be claimed by or due to any Purchaser employee or any Purchaser's contractor's employee in connection with any information, invention or patent or other intellectual property or intellectual property right, shall be paid solely by Purchaser, and Purchaser shall indemnify, defend, and hold harmless, Seller and Seller's subsidiaries and affiliates, and their respective vendors and customers, against any actions at law or in equity, and from any claims (including attorneys' fees) arising from such claims. If an injunction should issue, Purchaser shall procure for Seller, and Seller's subsidiaries and affiliates, and their respective vendors and customers, the rights to continue using the Goods and/or Services supplied by the Seller.

ARTICLE 14 - CHANGES.

- (a) Seller reserves the right at any time to make changes within the general scope of this Agreement. Such changes may include: (1) drawings, designs or specifications; (2) technical clarifications; (3) artwork; (4) quantity; (5) method of shipment or packing; (6) quality; (7) place or time of delivery; or (8) amount of Seller's furnished property.

- (b) If any change causes a significant impact on the cost of, or the time required for, performance of any work under this Agreement, an equitable adjustment shall be made in the price or delivery schedule, or both as applicable, in writing. Any Purchaser claim for adjustment under this article shall be deemed waived unless asserted in writing within twenty (20) days after receipt by Purchaser of the notice to make the change and may only include reasonable, direct costs that will necessarily be incurred as a direct result of the change.
- (c) Purchaser shall not proceed to implement any change until Seller provides for such change in writing.
- (d) Nothing in this section, including any disagreement with Seller as to the equitable adjustment to be made, shall excuse Purchaser from proceeding with the Agreement as changed.

ARTICLE 15 -ASSIGNMENT AND CHANGE IN OWNERSHIP.

- (a) Assignment. Any assignment or attempt to assign or subcontract Purchaser's obligations under this Agreement without the advance written consent of Seller shall be null and void and shall give Seller the right to terminate this Agreement for default.
- (b) Change in Ownership. If a third party submits a solicited or unsolicited offer to Purchaser that would result in a Change of Ownership or Control of Purchaser, as defined below, Purchaser shall give notice of such offer, including the identity of the offeror, to Seller as early as commercially practical following Purchaser's receipt of the offer. Before Purchaser accepts the offer, it shall give Seller an opportunity, within a reasonable time, to advise Purchaser of its impact on performance of this Agreement. If the Change in Ownership and Control occurs, Seller has the right at its discretion to terminate this Agreement. In the event of such termination, Purchaser agrees to render full cooperation to Seller in order to minimize disruption to the Seller's program. Pending termination or in lieu of termination, Seller may require Purchaser to provide adequate assurance of performance, including, but not limited to the institution of special controls regarding the protection of Seller's proprietary information.

For purposes of this sub-paragraph (b), the terms "Change in Ownership or Control" shall mean any of the following: (1) the sale of equity shares controlling 20% or more of the voting rights in Purchaser or Purchaser's parent, (2) the sale, lease, transfer or other disposition of substantially all of the assets of Purchaser or Purchaser's parent, (3) a merger, reorganization, consolidation, share exchange, recapitalization, business combination, liquidation or dissolution or similar transaction, (4) a tender offer or exchange offer for any of the outstanding shares of capital stock of Purchaser or Purchaser's parent, (5) a sale by Purchaser of the assets relating to the product Purchaser produces or will require from Seller, or (6) any public disclosure of a proposal or plan or intention to do any of the foregoing.

ARTICLE 16 - QUALITY REJECTION AND REPLACEMENT.

- (a) All Goods and Services supplied under this Agreement shall be received subject to Seller's right of inspection, count, testing, acceptance and/or rejection per the technical specifications.

- (b) Seller is to be notified no more than 7 days from receipt of delivery of any rejections made by Purchaser. Good must be returned to Seller within 14 days of receipt of delivery
- (c) Any good accepted by Seller as defective will be replaced as per original order.
- (d) Seller does not accept liability for any additional costs incurred by Purchaser resulting from defective goods.
- (e) Seller reserves the right to reject any claim made outside of 28 days of receipt of goods.
- (f) Purchaser agrees that Seller is not liable to replace parts if Seller has rejected Purchaser's claim
- (g) Seller accepts no liability for rejections arising from free issue material provided to Seller by Purchaser. Purchaser agrees that no claim will be made against Seller
- (h) Seller accepts no liability for any line stops, overtime, or other such additional costs incurred by Purchaser, due to rejection of order. Purchaser may not debit Seller for any such costs.

Purchaser certifies that it shall provide and maintain quality control, inspection, and process control systems in accordance with Seller's then current specification for customer order requirements, as applicable. Purchaser will maintain Objective Evidence of its conformance with this paragraph. Objective Evidence means any statement of fact pertaining to the quality of a product or service based on observations, measurements or tests that can be fully verified. Evidence must be expressed in terms of specific quality requirements or characteristics. These characteristics are identified in drawings, specifications, and other documents that describe the item, process, or procedure.

ARTICLE 17 -INDEMNIFICATION AND INSURANCE.

- (a) Indemnification. Purchaser shall defend, indemnify, and hold harmless the Seller, its directors, officers, employees, agents representatives, successors and assigns (each an "Indemnified Party"), whether acting in the course of their employment or otherwise, against any actions at law or in equity, and from any claims (including legal fees) arising from any act or omission of Seller, its agents, employees, or subcontractors, or from any conditions of real or personal property of Seller, except to the extent attributable to the gross negligence of Seller. An Indemnified Party shall have the right to participate in the selection of counsel and Purchaser shall not enter into any settlement agreement that contains any admission of liability on the part of Seller and/or any other Indemnified Party.
- (b) Insurance. Purchaser shall obtain and keep in force for the benefit of the Purchaser and Seller the following insurance, with minimum limits as set forth below:
 - i) Comprehensive General Liability in accordance with statutory requirements;
 - ii) Comprehensive Automobile Liability –Bodily injury/property damage covering all vehicles used in connection with the Goods in the amount of \$1,000,000 combined single limit each occurrence;

- iii) Statutory Workers' Compensation and or Employer's Liability as required by state or country law with a minimum limits of \$5,000,000 each accident / \$5,000,000 each disease / \$5,000,000 policy limit.

If insurance coverage is maintained in Purchaser's local currency, the amounts stated above shall be applicable based upon the exchange rates set forth in a reputable listing of currency exchange rates, such as the Wall Street Journal.

- (c) Purchaser shall provide Seller with a certificate of insurance evidencing that the required minimum coverage is in effect and that Seller is named as an additional insured, provide a waiver of subrogation clause in favor of the Seller, and provide that all coverage provided by the Seller shall be primary. Such insurance shall also cover the actions of any subcontractor that Purchaser may utilize under this Agreement. The insurance provided by Purchaser hereunder shall have no effect on any obligations imposed upon Purchaser under this Agreement.

ARTICLE 18 - PURCHASER'S REPRESENTATIONS.

- (a) Compliance with Laws. Purchaser acknowledges that Goods and Services procured pursuant to this Agreement will be incorporated into Seller's global supply chain and as such are subject to the laws and regulations of Seller's and Purchaser's country and other countries around the world. Purchaser agrees to comply with all terms and conditions in this Agreement, to the extent such terms apply to Purchaser. Nothing in this Agreement, however, shall be interpreted or construed to obligate Purchaser to violate the laws of Purchaser's country or other countries where Purchaser performs work pursuant to this Agreement. Purchaser represents and warrants that it shall perform all activities required under this Agreement in compliance with all applicable international, EU, national, state and local laws.
- (b) Nondiscrimination in Employment. Purchaser represents and warrants that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, national origin, or any other characteristic protected by law.

ARTICLE 19 -PURCHASER'S EMPLOYEES

- (a) Purchaser's personnel performing services under this Agreement shall remain employees of Purchaser subject to its right of direction, control and discipline and shall neither become employees of Seller nor be entitled to any rights, benefits or privileges of Seller employees. As appropriate, Seller shall give direction as to the ultimate objective of the project to the Purchaser. The Purchaser shall ensure that its personnel adhere to this the terms and policies in this Agreement and that they have the requisite knowledge, training and ability to perform work under this Agreement competently and in accordance with applicable laws and regulations.
- (b) Purchaser's employees are not authorized to enter into any agreements or to make any commitments financial or otherwise on behalf of Seller.

ARTICLE 20 - RECORD RETENTION REQUIREMENTS.

- (a) Record Retention. Purchaser shall maintain complete and accurate records in connection with its performance under this Agreement, including but not limited to, purchase orders or agreements, memoranda of negotiations showing the principal elements of price negotiations, and inspection and test records. Purchaser must be able to substantiate

charges for labor or services with proper time clock cards, time vouchers, or other similar records. Purchaser shall retain such records for six (6) years after completion of performance under this Agreement.

ARTICLE 21 - EXPORT AND IMPORT CONTROL.

- (a) Compliance with Export Laws. Purchaser agrees to comply with all applicable government export control laws and regulations.
- (b) Intellectual Property and Export Licenses. In connection with the performance of any work under this Agreement, Purchaser, at its own cost, shall be responsible for: (1) determining whether, and the extent to which, any foreign or U.S. Government-funded intellectual property, including technical data, that was not provided by Seller will be used; (2) if any such foreign or U.S. Government-funded intellectual property will be used, obtaining, on behalf of Seller, a license under which the foreign or U.S. Government shall grant to Seller the unlimited right to use such intellectual property; (3) determining whether, and the extent to which, export licenses are required for export of all deliverables, whether tangible or intangible, under this Agreement; and (4) obtaining the required export licenses, unless otherwise agreed to by Seller. All of Seller's obligations under this Agreement are conditional upon the issuance of intellectual property and/or export licenses by the foreign or U.S. Government granting Seller the right to use such foreign or U.S.

Government-funded intellectual property and/or to export from Purchaser's country all deliverables, whether tangible or intangible under this Agreement.

- (c) Importer of Record.
 - i) If Purchaser is importer of record, Purchaser agrees that Seller will not be a party to the importation of the Goods; that the transaction(s) represented by this Agreement will be consummated subsequent to importation; that Purchaser will neither cause nor permit Seller's name to be shown as "importer of record" on any customs declaration; and that, if the Goods must be returned to Purchaser, Purchaser agrees to be exporter and to comply with all applicable export regulations.
 - ii) If Seller is the importer of record, Purchaser shall ship the Goods to the port of entry as advised by Seller and show proper broker notification on all shipping waybills. Any additional transportation or clearance charges incurred by Seller due to non-adherence to this clause will be the responsibility of Purchaser.
 - iii) Regardless of which party is the importer of record, Purchaser's shipping cartons and documentation must meet all applicable customs country of origin marking and invoicing requirements. Purchaser will be responsible for any fines or liabilities resulting from insufficient, improper or negligent invoicing or marking of shipments.
- (d) U.S. Exporter. Unless otherwise agreed by the Seller, if Purchaser is the U.S. exporter for any U.S. origin bailed or purchased material required by Seller to complete this Agreement, in addition to obtaining export licenses as required by Article 19(b) of this Agreement, Purchaser shall be responsible for authorizing a U.S. freight forwarder.

- (e) Drawback. If Purchaser is an importer of record, upon request and where applicable, Purchaser will provide Seller customs form 7543 entitled "Certificate of Delivery" properly executed.
- (f) Anti-Dumping. Purchaser warrants that all sales made hereunder are or will be made at not less than fair value under the U.S. Anti-Dumping law (19 U.S.C. sec 1673 et. seq.), and Purchaser will indemnify, defend and hold Seller harmless from and against any costs or expenses (including but not limited to any antidumping duties which may be imposed) arising out of or in connection with any breach of this warranty.

ARTICLE 22 - WORK ON SELLER'S OR ITS CUSTOMER'S PREMISES. If Purchaser's work under this Agreement involves operations by Purchaser on the premises of Seller or Seller's customer or access to Seller's systems or its computers, then:

- (a) Purchaser shall comply with all of Seller's safety and security procedures and shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work.
- (b) Purchaser represents and warrants that it will conduct a criminal convictions records investigation of any employee before they are assigned to work on any order that requires that employee to enter Seller's or its customer's premises. Where Purchaser is located in the UK, such investigation shall, at a minimum, take the form of a CRB check and be in accordance with the UK Rehabilitation of Offenders Act (1974). Purchaser further agrees that it shall not assign any person to perform work on Seller's or its customer's premises that has been: (i) convicted as an adult of any of the following: domestic violence, theft, assault, drug possession or any sexual offenses; or convicted as an adult of any felony; convicted of more than two misdemeanors in the past 2 years or 5 misdemeanors in the past 7 years
- (c) Purchaser shall include this provision in any subcontract placed pursuant to this Agreement where the subcontractor will perform work on Seller's or its customer's premises.
- (d) Seller reserves the right to deny any of Purchaser's employees, agents or subcontractors access to its or its customer's premises and/or systems for any reason at Seller's sole discretion.

ARTICLE 23 - ACCESS TO SELLER'S COMPUTER SYSTEMS AND STORAGE OF SELLER DATA.

- (a) Access to Seller's computer systems by Purchaser, its employees, agents, and subcontractors ("Purchaser's Personnel") shall be provided only to Purchaser's Personnel who have been granted a user identification code by Seller. Seller reserves the right to verify the citizenship status of all Purchaser's Personnel with such access at any time. Access shall be limited to those systems required for the Purchaser's Personnel to perform its obligations under this Agreement. Seller may revoke access at any time.
- (b) Purchaser agrees to comply with Seller's Information Technology ("IT") Security Guidelines (set forth below) if Purchaser's Personnel access Seller's computer systems and/or maintain Seller's Data on its computer systems. For purposes of this provision,

“Seller Data” includes the Data referenced in the Seller’s Property and Personal Data Protection sections of this Agreement.

- (c) Seller’s IT Security Guidelines:
 - i) If Purchaser is given access to Seller’s computer systems Purchaser’s Personnel shall adhere to the requirements of the Seller’s IT Rules.
 - ii) If for any reason Purchaser re-uses or disposes of any Purchaser’s equipment containing Seller Data, Purchaser must ensure that all Seller Data is physically destroyed or erased (wiped) from Purchaser’s equipment prior to disposal or re-use of the Purchaser equipment. Purchaser must render Seller Data incapable of being read using standard hardware.
- (d) Seller and Purchaser shall agree in good faith to additional security requirements to render Seller/Purchaser IT environments secure, and Purchaser shall implement such changes to comply with Seller’s security guidelines and/or requests.
- (e) Seller reserves the right to conduct on-site audits of Purchaser’s facility and practices to determine Purchaser’s compliance with this provision.

ARTICLE 24 - ENVIRONMENTAL MATTERS.

- (a) Purchaser represents and warrants that it shall perform all obligations under this Agreement in compliance with all applicable national, EU, state/provincial and local environmental, health and safety laws and regulations. From time to time, at Seller’s request, Purchaser shall provide certificates to Seller in a form and substance acceptable to Seller, indicating compliance with the provisions of this article.
- (b) Purchaser represents and warrants that each chemical substance constituting or contained in Goods is on the list of chemical substances compiled and published by (a) the Administrator of the Environmental Protection Agency pursuant to: the Toxic Substances Control Act (15 USC Section 2601 et seq.) as amended; (b) the European Inventory of Existing Commercial Chemical Substances (EINECS) or the European List of Notified Chemical Substances (ELINCS); or (c) any equivalent lists in any other jurisdictions to which Seller informs Purchaser or Purchaser knows the Goods likely will be shipped to or through. Purchaser represents and warrants that each chemical substance constituting or contained in Goods is pre-registered if required, and registered if required, under Regulation (EC) No 1907/2006 (“REACH”), is not restricted under Annex XVII of REACH and if subject to authorization under REACH is authorized for Purchaser’s use.
- (c) Purchaser shall notify Seller if it decides not to Preregister or Register substances that will be subject to Preregistration or Registration under REACH and are constituting or contained in Goods at least 12 months before their Registration or Registration deadline. Purchaser will monitor the publication by the European Chemicals Agency of the list of substances meeting the criteria for Authorization under REACH (the “candidate list”) and immediately notify Seller if any of the Goods contain a substance officially proposed for listing on the candidate list. Purchaser shall provide Seller with the name of the substance as well as with sufficient information to allow Seller to safely use the goods or fulfill its own obligations under REACH.

- (d) Purchaser represents and warrants that none of the Goods contain any: (1) lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ethers (PBDE) or any other hazardous substances the use of which is restricted under EU Directive 2002/95/EC (27 January 2003)(RoHS Directive), now recast as Directive 2011/65/EU (RoHS 2); (2) arsenic, asbestos, benzene, polychlorinated biphenyls (PCBs), carbon tetrachloride, or radioactive materials; (3) chemical restricted under the Montreal Protocol on ozone-depleting substances; (4) substance listed on the candidate list of the REACH legislation (Regulation (EC) No 1907/2006) or restricted under Annex XVII of REACH; or (5) other chemical the use of which is restricted in any other jurisdictions to which Seller informs Purchaser the Goods are likely to be shipped or the Purchaser knows the goods are likely to be shipped to or through; **unless Seller expressly agrees otherwise in writing and Purchaser identifies an applicable exemption from any relevant legal restriction on the inclusion of such chemicals or hazardous materials in the Goods.** (6) Conflict Minerals disclosure requirements, and any such other regulatory requirements imposed on the Seller. Upon request from Seller and subject to reasonable confidentiality provisions which enable Seller to meet its compliance obligations, Purchaser will provide Seller with the chemical composition, including proportions, of any substance, preparation, mixture, alloy or goods supplied under this Agreement and any other relevant information or data regarding the properties including without limitation test data and hazard information.
- (e) Unless specifically defined as a requirement by Purchaser's engineering drawings or specifications, the use of cadmium plating or nickel cadmium plating is strictly prohibited in the manufacture of Goods. The use of cadmium plating or nickel cadmium plating is strictly prohibited on all tooling, fixtures, and test equipment that is used for manufacturing, assembly, test, or material handling of the Goods unless Purchaser has notified Seller in advance and has obtained its prior written consent to such use.
- (f) Purchaser represents and warrants that it has established an effective program to ensure that the activities of any suppliers it utilizes to provide any goods or services that will be incorporated into the Goods will be conducted in conformance with this article.
- (g) With respect to the Goods, Purchaser shall provide all relevant information, including without limitation, safety data sheets and mandated labeling information in the language and the legally required format of the location to which the Goods will be shipped and which the Purchaser informs Seller the Goods are likely to be shipped.

ARTICLE 25 -MISCELLANEOUS.

- (a) **English Language.** Except as the parties may otherwise agree, this Agreement, purchase orders, purchase agreements, data, notices, shipping invoices, correspondence and all other writings shall be in the English language. In the event of any inconsistency between any terms of this Agreement and any translation thereof into another language, the English language meaning shall control.
- (b) **Governing Law.** This Agreement shall be governed by the laws of the jurisdiction in which Seller is organized, notwithstanding such jurisdictions conflict of laws rules. For any Seller organized in the U.S., New York law shall govern, notwithstanding its conflict of laws rules. The application of the United Nations Convention on the International Sale of Goods is hereby excluded except as expressly referenced herein.

- (c) Waiver. Any failure or delay in the exercise of rights or remedies under this Agreement will not operate to waive or impair such rights or remedies. Any waiver given will not be construed to require future or further waivers.
- (d) Modifications. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either party unless in a subsequent writing signed by the duly authorized representative of the party intended to be bound thereby.
- (e) Severability. If any portion of this Agreement is determined to be contrary to any controlling law, rule or regulation, such portion will be revised or deleted from this Agreement, but the balance of this Agreement will remain in full force and effect.
- (f) Release of Information. Purchaser shall not release any information concerning this Agreement or its business relationship with Seller, to any third party, except as required by applicable law, rule, injunction or administrative order, without Seller's prior written consent. Seller's written approval, if granted, will be subject to any "Acknowledgement of Sponsorship" clause in Seller's Government Prime Contract, if applicable. Purchaser shall not use Seller's name, photographs, logo, trademark, or other identifying characteristics or that of any of its subsidiaries or affiliates without Seller's prior written approval.
- (g) Labor Disputes. The Purchaser shall notify Seller of all impending or existing labor complaints, troubles, disputes or controversies that may affect Purchaser's ability to perform its obligations under this Agreement. Seller shall have no liability or bargaining obligations under any collective bargaining agreement between Purchaser and its employees. Purchaser agrees to give Seller prompt notice of any union organization with respect to its employees.
- (h) Security Interest. If items are bailed to Purchaser or progress payments made, Purchaser grants Seller a security interest in equipment, machinery, contract rights, inventory, goods, merchandise and raw materials, whether now existing or hereafter arising, and any replacements, improvements, substitutions, attachments, accessories and accessions thereto or thereon provided by Seller or purchased by Purchaser with progress payments or advances made by Seller and to be used by Purchaser in manufacturing products ordered by Purchaser under this Agreement. Purchaser agrees to execute and deliver all documents requested by Seller to protect and maintain Seller's security interest.
- (i) Offset Requirements. All offset or countertrade credit value resulting from this Agreement shall accrue solely to the benefit of Seller. Purchaser agrees to cooperate with Seller in the fulfillment of any foreign offset/countertrade obligations.
- (j) Non-Profit Institutions. If Purchaser is a non-profit institution, the foregoing terms shall be modified as follows:
 - i) Any references to indemnification shall be limited to such indemnification permitted by law.
 - ii) Set-off is not applicable to non-profit institutions.
 - iii) Governing law shall be that of the jurisdiction under which the non-profit institution is chartered.
