

ACCEPTANCE: By acceptance of this order the Seller agrees that any provisions appearing on the Seller's acknowledgment or other form of acceptance which are inconsistent with, or in addition to, the terms and conditions herein stated are of no force and effect, and that the terms and conditions herein contained govern the entire transaction of said and the contracts between the parties. Any waiver, alteration or modification of the terms and conditions of this order, must be in writing and signed on behalf of the Buyer by its Purchasing Agent.

2. PRICES: The prices stated on the face of this order cover all goods and services to be provided by Seller as specified in said order. Said prices also cover all charges for packing, containers, and cartage, except as otherwise specifically set forth on the face of said order.

3. CHANGES: Buyer reserves the right at any time to make changes in quantities, drawings and specifications as to any work covered by this order. Any difference in price or time for performance resulting from such changes shall be equitably adjusted and the order and/or schedule modified in writing accordingly.

4. SHIPMENTS: Shipment of goods and services under this order shall be FOB, the location set forth on this order. Seller shall follow Buyers instructions as to be the method of shipment. Except where Buyer has so stated on this order, Seller shall not purchase for Buyer's account insurance on shipments.

5. QUALITY CONTROL: All goods, materials and workmanship shall, during the performance of this order be open for purposes of inspection, testing and quality control at Sellers plant by Buyer's authorized representatives. Seller shall provide, without cost to Buyer, appropriate information pertaining to the inspection of all materials, fabrication and manufacturing methods, tools, molds, jigs, dies and finished product.

6. INSPECTION: All shipments shall be subject to final inspection by Buyer after receipt by Buyer at destination. Defective goods and material will be returned to Seller. Acceptance of delivery by Buyer and/or payment of provisional or final invoice shall be without prejudice to Buyers right to reject or return goods and material which are defective or do not conform to specifications. Transportation charges to Buyer and inspection, handling and reshipment costs to Buyer in the receipt and return of material properly rejected by Buyer shall be for the account of the Seller. Payments made to the Seller for material properly rejected by Buyer shall be immediately refunded to the Buyer. No such defective goods and material shall be replaced without Buyer's further written order.

7. TIMELINESS OF DELIVERY: Time is of the essence in respect of delivery. However, Seller shall not be liable or damages for delay in delivery due to causes beyond its reasonable control. If Seller for any reason intends not to meet the designated delivery schedule, it shall provide prompt notice thereof to Buyer. Whereupon Buyer may at its option either approve a revised delivery schedule or terminate the order without liability for such termination.

8. WARRANTIES:

a. **PRODUCT:** Seller expressly warrants that all goods and services covered by this order will be in strict accordance with all specifications stated in the order or any supplement thereto as to quantity, quality, size, description, dimensions and operating performance, and will be merchantable, of good material and workmanship, and free from any and all defects whatsoever. Seller further warrants that the goods shall be fit for the purpose for which such goods are ordinarily employed.

b. **INFRINGEMENT:** Seller warrants that all goods and services covered by this order which are produced under specifications other than those provided by Buyer do not infringe any patent, trademark, or copyright. Seller agrees to defend and save harmless Buyer from any claim arising from such alleged or actual infringement or induced infringement.

c. **PRICE:** Seller warrants that the prices of the goods and services set forth in this order do not exceed those charged by Seller to any other customer purchasing the same or similar goods or services irrespective of the quantity involved. Notwithstanding the price or other terms contained herein, if, during the course of the performance and delivery of the goods and services covered by this order, the Seller grants more favorable prices, terms or other conditions on sales of the same or similar goods and services to other customers. Seller shall at once notify Buyer and Buyer shall at its option be entitled to receive the more favorable prices, terms and other conditions as to the unfitted portion of this order.

9. TERMINATION: Buyer shall have the right to terminate this order (and any contract made pursuant thereto) at any time, but agrees to pay to Seller its reasonable costs incurred in processing the order to the date of termination.

10. CONFIDENTIAL INFORMATION: Seller agrees it will hold in confidence information pertaining to equipment, tools, gauges, patterns, designs, drawings, engineering data and any other technical or proprietary information furnished by Buyer either orally or in writing. Seller further agrees it will use such information only for the purpose of quoting to, or fabricating for, Buyer the items covered hereby, and for no other purpose.

11. TOOLS: All tools, dies, patterns, molds, printing plates, and other printing materials, and special equipment designed and/or built for the purpose of filling this order shall become or remain property of Buyer and shall be delivered to Buyer by Seller promptly upon written request. Seller agrees to keep and maintain such tools, dies, patterns, molds, printing plates and other printing materials, and special equipment designed and/or built for the purpose of fitting this order in good condition and accessible for use while they remain in Seller's possession.

12. PROPERTY FURNISHED BY BUYER: Seller shall be responsible for all materials and equipment of Buyer while said materials and equipment are in Seller's possession, custody or control. Seller shall during all of such time keep said materials and equipment insured against loss by fire and all perils included in the standard extended peril coverage endorsement. Said materials and equipment shall be deemed to be in Seller's exclusive possession, custody and control from delivery thereof to Seller until delivery thereof by Seller to Buyer.

13. ADVERTISING: Seller shall not, without first obtaining the written consent of Buyer, advertise or publish the fact that Seller has contracted to furnish Buyer the material herein ordered. For failure to observe this provision, Buyer shall have the right to terminate this order without any obligation to accept deliveries after the date of termination or to make further payments except for articles delivered prior to termination.

14. GOVERNMENT PROPERTY: Seller shall be directly responsible and accountable for all Government property while in its possession or control and shall use it only as authorized by Buyer. Seller shall perform a physical inventory annually on this Government Property. Annual Inventory Report shall be completed and delivered to Buyer within 60 days following notification that inventory is due. All other terms and conditions of this agreement shall apply to Government Property equally as to Buyer Property.

15. TECHNICAL INFORMATION DISCLOSED TO BUYER: Seller agrees not to assert any claim with respect to any technical information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this order.

16. INSOLVENCY: Buyer may forthwith terminate the contract resulting from the acceptance of this order in the event of the happening of any of the following insolvency of the Seller, the filing of a voluntary petition in bankruptcy, the filing of an involuntary

petition to have the Seller declared bankrupt provided it is not vacated within thirty (30) days from the date of filing; the appointment of a receiver or trustee for Seller provided such appointment is not vacated within thirty (30) days from date of filing; the execution by Seller of an assignment for the benefit of creditors.

17. FOR WORK ON BUYER'S OR ITS CUSTOMER'S PREMISES: If Seller's work under this order involves operations by Seller on the premises of Buyer or one of its customers, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work and except to the extent that any such injury is due solely and directly to Buyers or its customer's negligence, as the case may be, shall indemnify Buyer against all loss which may result in any way from any act or omission of the Seller, its agents, employees, or subcontractors, and Sellers shall maintain such Public Liability Property Damage, and Employee's Liability and Compensation insurance as will protect Buyer from said risks and from any claims under any applicable Workmen's Compensation and Occupational Disease Acts.

18. COMPLIANCE WITH LAWS: The Seller shall comply with all applicable state, federal and local laws, rules and regulations. Without limiting the generality of the foregoing, Seller, in accepting this order, represents that the goods to be furnished or the services to be rendered hereunder were or will be produced and will perform in compliance with all applicable requirements of the environmental protection laws, the federal occupational safety and health laws, the Fair Labor Standards Act of 1938, and amended, and all valid and applicable regulations and orders of the Administrator of the Wage and Hourly Division issued thereunder. Seller further represents that it has not violated any of the provisions of the Robinson-Patman Act in respect of this transaction.

19. NONDISCRIMINATION IN EMPLOYMENT:

a. **Equal Employment Opportunity:** Unless exempted by federal laws and regulations, Seller agrees and certifies to Buyer that in performance of the work under this order Seller will do the following: 1) Seller will not discriminate against any employee or applicant for employment because of race, creed, color or national origin; 2) Seller will not discriminate against any employee or applicant for employment because of age or sex unless age or sex is a bona fide occupational qualification; 3) Seller will comply with all provisions of Executive Order 11246 and amendments, revisions and supplements thereof, and of the rules, regulations, and orders promulgated thereunder, or related thereto in respect of equal employment opportunity; and 4) Seller will insert the aforesaid provisions in all non-exempt subcontracts.

b. **Affirmative Action Compliance Program Clause:** Seller (or subcontractor) certifies that it has developed and presently has in full force and effect a written affirmative action compliance program in accordance with the requirements set forth in Title 41, Part 60-1-Obligations of Contractors and Subcontractors, Section 60-4.40, of the code of Federal Regulations, effective July 1, 1968, as amended.

c. **EEO Information Report:** Seller (or subcontractor) certifies that EEO-1, Standard Form 100, promulgated jointly by the Office of Federal Contract Compliance and the Equal Employment Opportunity Commission has been and is being filed in accordance with the requirements set forth in Title 41, Parts 60-1-Obligations of Contractors and Subcontractors, Section 60-1.7, of the code of Federal Regulations, effective July 1, 1968, as amended.

d. **Notification of Equal Employment Opportunity Policy Clause:** It is the policy of Buyer to extend employment opportunities to qualified applicants and employees on an equal basis regardless of an individual's age, race, color, sex, religion or national origin. Buyer requests that its subcontractors, vendors and suppliers take appropriate action with respect to Implementation of their own equal employment opportunity policies.

e. **Affirmative Action Clauses:** A) All provisions of 41 CFR 60-250, as amended, pertaining to Affirmative Action for Disabled Veterans and for Veterans of the Vietnam Era are hereby incorporated by reference where this contract is for \$10,000 or more. B) All provisions of 41 CFR 60-741, as amended pertaining to Affirmative Action for Handicapped Workers are hereby incorporated by reference when this contract is for \$2,600 or more.

20. TOXIC SUBSTANCES: Notwithstanding anything to the contrary heretofore or hereafter represented by either party to the other, Seller warrants that each and every chemical substance sold or otherwise transferred by Seller to Buyer, as at the time of such sale or transfer, is on the list of chemical substances compiled and published by the Administrator of the United States Environmental Protection Agency pursuant to the Toxic Substances Control Act (PL 94-469). Seller further warrants that each and every chemical substance constituting or contained in the product(s) sold or otherwise transferred to Buyer under this Purchase Order is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (PL 94-469).

21. SPARE PARTS: Seller shall maintain an adequate supply of spare and replacement parts for equipment and apparatus purchased hereunder for a period of at least three years from the date of this order.

22. GENERAL:

a. The provisions of this order are for the benefit of the parties to the order and not for the benefit of any other party

b. This order is non-assignable by Seller.

c. This order shall be governed in all respects by the laws of the state wherein the purchase order was issued.

d. No waiver of a breach of any provision of this order shall constitute a waiver of any other breach.

e. Supplier must notify Wellman Dynamics of any non-conforming product and/or changes to product, process definition, suppliers and facilities regarding orders.

f. Supplier will not ship to the Buyer any non-conforming product unless they have an approved disposition issued by the Buyer. At no time will Buyer accept Counterfeit material and/or parts.

g. Supplier must retain quality records associated with this order by good aerospace and ISO practices for a period of 7 years unless otherwise specified by the customer.

h. Supplier must flow down requirements of this P.O. when using sub tier suppliers.

i. Any supplier of materials or services to Wellman Dynamics must be aware that their contribution to product or services shall meet all requirements flowed to them from Wellman Dynamics. These products and/or services must conform to all customer and statutory regulations. They must meet all safety requirements. As a provider of product and/or services to Wellman Dynamics it is the expectation that all business practices are carried out/completed with the utmost in ethical behavior.

j. Whenever any suppliers to Wellman Dynamics are required to handle customer property, extreme care should be taken so as not to damage any property. If any damage does occur to said property, it shall be reported to Wellman Dynamics in writing within 3 business days to Wellman Dynamics' purchasing representative.