



PURCHASE AND REPAIR ORDER TERMS AND CONDITIONS

- 1. APPLICABLE TERMS AND CONDITIONS:** In addition to and including COC Aerospace Inc. (COC) Terms and Conditions contained in our Purchase Order and unless otherwise agreed to in writing by a COC's authorized representative, these Purchase And Repair Order Terms and Conditions ("Order Terms") govern the terms of procurement between the vendor, including any applicable person, firm, company, or entity providing the supply (collectively "Supplier") of goods and/or services (collectively "Goods") and COC Aerospace and/or its Subsidiaries, successors or assigns (collectively "Buyer" or "COC"). In accordance with the foregoing, these Order Terms together with any specifications, drawings, or other documents referred to or incorporated herein by reference represent the entire agreement between the Buyer and the Supplier for the Goods to be supplied. These Order Terms shall supersede all prior oral and written communications, representations, promises, or negotiations whether oral or written, between the parties hereto (each a "Party" or collectively the "Parties") regarding the procurement of services or products from the Supplier, and may not be modified or waived except in writing, signed by an authorized representative of the Buyer.
- 2. INTERPRETATION:** If any provision of these Order Terms is held invalid, all other provisions shall remain valid. Should any provision of this Purchase Order be held unenforceable by a court of law or other tribunal having jurisdiction over both Parties, such provision shall be interpreted so as to be enforceable (modifying or eliminating any concerning words to arrive at the Parties intentions), unless both Parties elect to strike the unenforceable article or terminate the specific Order Term(s) in question with respect to an applicable repair or purchase order.
- 3. ACCEPTANCE:** These Order Terms are made only upon and subject to the terms and conditions set out herein. Unless expressly agreed to in writing by the Buyer, any terms and conditions and any special conditions of purchase prescribed in writing by the Supplier are expressly rejected and shall have no force and effect. Buyer's Order Terms shall prevail over any terms and conditions of the Supplier whether contained in or referenced to in a quotation, catalogue, price list, order acknowledgement, invoice, or any other document. The performance of the respective repair or purchase order in whole or in part shall constitute acceptance by the Supplier of all the terms and conditions contained in Buyer's Order Terms.
- 4. PRICING; SUPPLIER QUOTATION:** Except as set forth herein, the pricing for the Goods is the Supplier's then-current Goods pricing at the time of an accepted repair or purchase order. From time to time the Supplier may provide in advance of an accepted purchase or repair order negotiate pricing for the Goods or provide a quote, each such negotiated pricing or quote shall be valid for no less than ninety (90) days from the date that the Supplier provided the pricing quote to the Buyer ("Quote Validity Period"). The prices for Goods included in a purchase or repair order submitted to the Supplier during the Quote Validity Period, irrespective of when the Supplier has accepted such order, shall for the Goods covered in any negotiated pricing or quote be based off the negotiated pricing provided to the Buyer. All prices are stated in U.S. Dollars and shall stay firm during the entirety of the purchase order. Any price increases after the Supplier has accepted the Buyer's repair order or purchase order will be absorbed by the Supplier.
- 5. CONFIRMATION OF ORDER:** The Supplier must acknowledge the order and accept COC's offer within eight (8) business days after Supplier's receipt thereof.
- 6. EXPORT COMPLIANCE:** Performance of this Order may involve the use of or access to articles, technical data or software that is subject to export controls under 22 United States Code 2751 – 2799 (Arms Export Control Act) and 22 Code of Federal Regulations 120-130 (International Traffic in Arms Regulations or "ITAR") or 50 United States Code 2401-2420 (Export Administration Act of 1979, as amended), 50 United States Code 1701-1706, (International Emergency Economic Powers Act, as amended), and 15 Code of Federal Regulations 768 – 799 (Export



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Administration Regulations) and their successor and supplemental laws and regulations (collectively hereinafter referred to as the “Export Laws and Regulations”). Seller represents and warrants that it is either 1) a U.S. Person as that term is defined in the Export Laws and Regulations, or 2) a Foreign Person as that term is defined in the Export Laws and Regulations and has disclosed to Buyer’s Representative in writing the country in which it is incorporated/authorized/ organized to do business, and all nationalities of any dual or third-country national employees who will require access to the data, articles or services provided hereunder. Seller shall comply with any and all Export Laws and Regulations, and any license(s) issued there under.

I. Registration. If Seller is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Seller represents that it is registered with the U.S. Department of State’s Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export and import compliance program in accordance with the ITAR.

6.1 FOREIGN PERSONS: Seller shall not re-transfer any export-controlled information (e.g. technical data or software) to any other non-US person or entity (including the Seller’s dual and/or third-country national employees) without first complying with all the requirements of the applicable Export Laws and Regulations. Prior to any proposed retransfer, Seller shall first obtain the written consent of the Buyer. No consent granted by Buyer in response to Seller’s request shall relieve Seller of its obligations to comply with the Export Laws and Regulations, nor shall any such consent constitute a waiver of the requirements of all federal export (ITAR, EAR) regulations hereinabove, nor constitute consent for Seller to violate any provision of the Export Laws and Regulations.

6.2 IMPORT COMPLIANCE: Both parties shall comply with all U.S. Customs laws and regulations (e.g., 19 CFR) and all other applicable U.S. government regulations pertaining to importations of goods and materials into the United States.

I. For International Orders (Purchase orders issued to entities addressed in foreign countries): Specifically, without excluding other regulations, Seller shall comply with and adhere to the commercial invoice requirements detailed in 19 CFR 141 subpart F of the regulations, and provide additional information as requested by the Buyer. Seller shall immediately upon discovery, notify Buyer of any change to the shipment data related to product valuation, quantities shipped, country of origin, port of export and any additional information directed by the Buyer. Seller will timely provide pre-alert shipping information and documentation prior to shipment arrival to the U.S. Buyer will direct Seller where to send pre-alert shipping information and documentation. Pre-alert shipping documentation includes, but is not limited to, a commercial invoice, airway bill, bill of lading, and other required documentation as directed by U.S. regulations and Buyer.

II. For Domestic Orders (Purchase orders issued to entities addressed in the United States): Seller shall assume all U.S. import responsibilities, to include designation as U.S. Importer of Record, Customs clearance, duty, taxes, and fees for goods entering into the United States. Unless otherwise agreed in writing, COC will not assume any import liabilities for goods procured through a domestic purchase order.

7. ADDITIONAL GOVERNMENT TERMS:

7.1 US GOVERNMENT PROCUREMENT: Whenever COC has purchase requirements (USG contract(s) for the United States Government (“USG”, USAF, US Navy, DLA, etc.), or any of the USG agencies, Foreign Military Services



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("FMS") customer(s), or otherwise is procured with USG funds, all Requirements, Terms and Conditions of Purchase for Government Contracts shall apply to the order issued by COC. This includes all additional and applicable flow-downs required by Buyer's customer in their USG contract including the FAR or DFARS or any other Federally published Supplement (as automatically incorporated into Buyer's purchase or repair order), which are hereby incorporated by reference. In addition, the Supplier shall ensure that all such applicable flow down clauses from Buyer's contract with Buyer's US Govt contract are included in each lower-tier subcontract with the Supplier's vendors. Additionally, the Supplier shall satisfy for USG procurement one of the following conditions: (i) Have executed a dealer/distributorship agreement with COC; (ii) Have executed a letter of authorization from the approved source (i.e. the manufacture or the Supplier, if it is the manufacturer's authorized supplier) authorizing COC to supply the Products; or (iii) Has supplied COC with a link to an official website maintained by the approved source, which shall clearly identify COC as an authorized dealer/distributor.

7.2 DEBARMENT OF SUPPLIER: If the Supplier (or any of its subcontractors) is debarred by a government organization from participating in transactions, it shall promptly notify COC. Upon COC's receipt of notice of the Supplier's debarment, COC has the option to immediately cancel in whole or in part any Products procured under these Terms, including any repair or purchase order without liability of any kind to the Supplier. In such instances, If COC only becomes aware of such status of Supplier (or any of its subcontractors) after receipt of the ordered items, COC may return such items to Supplier within thirty (30) days of shipment, and Supplier shall immediately refund all amounts paid by COC, if any, for such items. It is Supplier's responsibility to determine if its subcontractors meet the requirements of this paragraph.

8. DELIVERY; DELAYS/PENALTIES:

8.1 DELAYS: Time is of the essence hereof. If any goods are not delivered within the time specified in this order, COC, in addition to other remedies provided by law, may either (I) refuse to accept such goods and cancel this order or (II) cause Supplier to ship the goods by the most expeditious means of transportation, with any additional transportation charges for Supplier's account. Supplier shall not be liable for delays in delivery or failure to manufacture or deliver due to plausible, verifiable acts of God, acts of civil or military authorities, Force Majeure, Government priorities, fires, strikes, floods, epidemics, war or riot, provided Supplier can demonstrate that the cause for such delay has directly impacted Supplier's ability to deliver on time. Supplier is required to report in writing to COC within seven (7) days from the commencement of such delays.

8.2 PENALTIES: Should the Seller fail to make delivery on time as stipulated in the Contract, with exception of Force Majeure causes specified in Clause 8.1, the Buyers have the right to penalize the Sellers. Only in case the delay shipment is more than 1 week (7 days). The penalty, however, shall not exceed 5% of the goods involved in the late delivery. The rate of penalty is charged at 0.5% for every seven days starting count from the 8th day of the agreed delivery date referenced on the purchase order.

9. RISK OF LOSS: Risk of loss of goods purchased hereunder shall be borne by Supplier until goods are delivered at the F.C.A. (Incoterms, 2010) point specified in this order or, if no point is given, until delivery to COC; provided however, if the goods purchased are explosive, flammable, toxic, or otherwise hazardous the Supplier shall hold COC harmless against all claims asserted against COC for any personal or property damaged caused by such goods or by the transportation thereof before unloading at COC's plant or warehouse. This Section does not relieve the Supplier from its responsibility to address claims for hidden damages discovered after COC's acceptance of the Goods.

10. INSPECTION; REJECTION AND RESCISSION:



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10.1 INSPECTION: All goods ordered shall be subject to inspection by COC or its duly authorized representatives. Payment for any Goods shall not be deemed acceptance thereof or waiver of any right to test or inspect such goods. No inspection, test, approval, or acceptance of Goods relieves Supplier from responsibility for warranty or any latent defects, fraud, or negligence or willful misconduct.

10.2 REJECTION AND RESCISSION: If the Goods do not comply with these Terms and Conditions or it is the Buyer's opinion that the Supplier will be unable to perform its obligations or any of them under these Terms and Conditions, the Buyer shall, at its discretion, be entitled (but not obliged) to treat these Terms and Conditions as repudiated or reject the Goods and/or rescind these Terms and Conditions (notwithstanding that property in the Goods may have passed) by giving written notice to the Supplier and the following conditions shall apply:

- (I) The Supplier shall repay to the Purchaser any monies paid by the Buyer in respect of rejected Goods.
- (II) The Supplier shall be fully accountable to the Buyer for any direct or indirect loss the Buyer may have suffered arising from or out of such repudiation, rejection and/or rescission including (but not limited to) the reasonable costs incurred by the Buyer in obtaining replacement Goods from a third party; and
- (III) Any such repudiation, rejection, and/or rescission shall be without prejudice to the accrued rights of either party.

11. ASSIGNMENT and SUBCONTRACTING: Supplier shall not avoid any duty or assign this order in whole or in part nor make any subcontract for furnishing goods or services hereunder nor assign any claim arising out of or these Order Terms or payable hereunder without prior written consent of COC. Any attempted delegation, subcontract or assignment shall be void. Any permitted delegation, subcontract, or assignment is expressly conditioned upon the Supplier having any authorized subcontractor, vendor, or individual agree to abide by these Order Terms.

12. TERMINATION:

12.1 Should COC need for the goods or services to be supplied hereunder be reduced or eliminated, COC may terminate this order in whole or in part. Excluding any terminations or cancellations under Section 7.2 (Debarment of Supplier), if the Supplier is unable to make other disposition of the goods, COC shall pay Supplier the reasonable value of the work performed by Supplier in respect of such goods to the time of written notification or termination by COC. COC's liability under this paragraph shall not exceed the aggregate price for such impacted good(s) specified in this order.

12.2 In the event that SUPPLIER breaches its obligations under this Purchase Order, which can include but not limited to, providing late delivered goods or services, or delivering non-conforming Goods, COC can terminate the Purchase Order in whole or in part. COC may charge Supplier for any additional cost it incurs in performing Supplier's obligations or in having such obligations performed by a third party.

13. INVOICES: Invoices for goods or services purchased hereunder shall be submitted in duplicate and shall contain the following information: (a) name of the Supplier, (b) payment terms, (c) Certificate of Conformance (d) First Article Inspection Report, when applicable, preferably in AS9102B format. COC's Purchase Order number, (d) item numbers, (e) description of goods or services, (f) quantities, (g) unit prices, (h) extended totals, (i) shipping dates, (j) time and material charges and subcontract charges, if applicable. COC's payment of invoice does not



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constitute acceptance of the Goods and the invoice is subject to appropriate adjustment should Supplier fail to meet the requirements of the applicable repair or service Order.

14. PAYMENT: All invoice payments will be issued in accordance with agreed payment terms after the receipt and acceptance of Goods. If no payment terms are specified in the Purchase Order documents all invoices shall be paid by the Supplier within the terms agreed at time of issuance of purchase order. Standard payment terms are thirty (30) days of the Supplier's receipt of Buyer's undisputed invoice if not otherwise specified. If the order requirements are not met, payment, including COD shipments, may be delayed a corresponding amount of time until such requirements are met.

15. PRICE; OFFSET: Any price decrease announced by Supplier for the same or similar goods or services shall automatically reduce the price of the goods or services purchased hereunder by a comparable amount or percentage. COC shall have the right (but no duty) to withhold monies payable by it hereunder and apply them to the payment of any obligation that Supplier owes to COC or any other party arising in any manner out of this order.

16. WARRANTIES: Supplier warrants to COC, its customers, and end users that upon delivery, and during the entire warranty period set forth in the Supplier's documentation (and if not stated in such documentation for the earlier of (I) twelve months from the date of COC's shipment to its customer, or (II) twenty four (24) months from the date the Goods were delivered to COC's facility); that (a) Goods when delivered pursuant hereto will be merchantable and free from defects in workmanship or material will conform strictly to the specifications, drawings, samples or other description specified herewith, and will be fit for their ordinary intended purposes and any special purpose specified by COC; and (b) the Supplier (I) has good title to the goods free from all encumbrances; and (II) shall comply with all applicable laws and regulations with respect to the manufacture and distribution of the Goods. If the Good is produced in the United States, it will be produced in compliance with the Fair Labor Standards Act of 1938, as amended. The warranties set forth herein are in addition to and not in limitation of all expressed or implied warranties of Supplier and all warranties provided by applicable laws and regulations.

17. QUALITY: Supplier shall maintain a quality management system which is acceptable and appropriate for the Goods supplied hereunder and shall comply with general industry standards. Goods and all associated items supplied by the Supplier shall meet the requirements in the applicable technical specifications and documentation (drawings, specifications, standards, etc.) The Supplier shall be solely responsible for monitoring and ensuring that the Goods adhere to any technical specifications regarding materials, methods, form, fitness, and function. The Supplier's performance obligations under these Order Terms are non-delegable and shall apply irrespective of whether or not the Goods have been manufactured by Supplier or by any of the Supplier's subcontractor. If no specific requirements are stated, good industry and craftsman-like practice shall be observed. Goods are to be manufactured in accordance with any mutually agreed to guidelines.

18. SUPPLIER PERFORMANCE: Supplier's performance will be evaluated semi/annually. If the Supplier does not perform at an acceptable level by the end of the year. (On Time Delivery and/or Quality), the Supplier will receive a warning letter along with the supporting performance data. If the Supplier's performance does not conform to COC's requirements for an additional two consecutive quarters, the Supplier will be removed from COC's approved vendor list, exception would be an OEM/MFG or sole source of the product line.

19. LIABILITY: The Supplier is liable for all the defects in Goods delivered, including concealed defects, even if they are recognizable and discovered only upon processing, installation, and/or use, and this is not subject to any time limit for claim by COC. The Supplier shall indemnify and hold COC harmless from all claims arising from



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infringement of industrial property rights, patents, copyrights, and other third-party rights, and Supplier agrees that it will defend at its own expense any and all suits against COC for infringement of any United States or foreign patent, copyright, or other intellectual property right. COC has the option to reject non-conforming Goods. All rejected Goods will be returned at the Supplier's expense. In urgent cases or in the event of delay in supplying a replacement. COC shall, at the Supplier's expense, have the right to remedy the defects, to have them remedied, or to procure replacement elsewhere. This shall not affect COC's statutory warranty and liability claims, which are in addition to those expressly set forth herein.

20. PACKAGING AND SHIPPING: Seller shall be responsible for ensuring the proper packaging and shipping of Product hereunder and unless otherwise stipulated by Buyer in buyer's purchase order, goods shall be labeled and packaged I/A/W MIL-STD-129 or equivalent. Damage resulting from improper Product packaging will be charged to Supplier.

21. SHELF LIFE: Unless otherwise specified in writing, all life-limited material supplied to COC must have a shelf life of 85% remaining upon receipt at COC. Any purchase or repair order issued by COC which references a U.S. Government contract requires all ordered life-limited materials to have at least 85% shelf life remaining. Manufactured or Cure date as well as expiration or shelf life of Goods, where applicable, must be notated on Supplier part label and Supplier's Certificate of Conformance(s). Any material supplied which does not meet this requirement shall be returned to the Supplier, at Supplier's cost, to be replaced with material conforming to the shelf life.

22. RECORD RETENTION: The Seller shall maintain records regarding Buyer's purchase order, specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data. Records shall be maintained by the Seller for a minimum of 60 months or as specified by the Buyer after which the Seller shall destroy related records.

23. COUNTERFEIT PARTS DETECTION AND AVOIDANCE SYSTEM REQUIREMENTS: Seller shall detect and prevent the use of counterfeit, suspect counterfeit, unapproved, or suspect unapproved parts I/A/W AS9100 Rev. D.

24. ENSURING THAT PERSONS ARE AWARE OF: Their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior I/A/W AS9100 Rev D.

25. DISPUTE RESOLUTION:

This agreement is governed by and shall be construed in accordance with the laws of the State of California, County of Ventura, without reference to conflicts of laws principles. Each of the parties irrevocably submits to the exclusive jurisdiction of the Ventura County Superior Court of California for purposes of any suit, action or other proceeding arising out of this agreement or any transaction contemplated hereby and agrees not to commence any action, suit or proceeding relating hereto except in such courts. Each of the parties waives any challenges as to the venue of the Ventura county Superior Court of California, including but not limited to any challenge based upon forum non conveniens. Each party agrees that service or process, summons, notice or other document may be made by United States registered or certified mail or other overnight courier. For any such action, suit or proceeding the prevailing party shall be entitled to recover its costs or suit plus reasonable attorney fees.