Integris

TERMS AND CONDITIONS of PURCHASE

1. THE CONTRACT:

The documents ("**Contract Documents**") evidencing the agreement (hereinafter the "**Contract**") between Buyer and Seller are (1) the Buyer's purchase order (the "PO") issued to Seller; (2) all documents referenced in the PO; (3) supplements to the PO issued to Seller by Buyer (4) all drawings, specifications, and other documents referenced in any Buyer request for quotation/proposal issued to Seller relating to the Contract (unless and to the extent such documents are excluded from the Contract by express provisions in, and not by mere omission from, the PO); (5) the Supplemental Terms and Conditions if the PO references a Government Contract; (6) these Terms and Conditions dated April 1, 2021; and (7) all documents referenced in any Contract Documents. Any conflict or inconsistency between or among the provisions in one or more of the Contract Documents shall be resolved by giving them precedence in the order provided above.

As used herein, the term "Goods" refers to the product ordered by Buyer's purchase order and includes any services ordered by Buyer's purchase order.

2. ACCEPTANCE:

The acceptance by Seller that forms the Contract shall be deemed conclusively to have occurred upon (i) Seller's acceptance of the PO, (ii) Seller's shipment of any goods, (iii) Seller's performance of any services, or (iv) Seller's commencement of any work on supplies or Goods covered by the Contract, whichever shall occur first. Any acceptance by Seller on purported terms and conditions that differ in any way from the provisions of the Contract shall be effective to form and bind Seller to the Contract, but such differing or additional terms and conditions shall not become part of, or in any way supplant, alter, amend or otherwise modify any of the provisions of, the Contract. **BUYER HEREBY PROVIDES NOTICE OF OBJECTION TO AND REJECTION OF ANY AND ALL ADDITIONAL AND DIFFERENT TERMS AND CONDITIONS**.

3. DELIVERY:

3.1. Purchase order delivery schedules must be strictly adhered to. Early/late and/or over/under shipments of scheduled deliveries will not be accepted. Delivery shall be made by Seller at such times and places and of such items and quantities as Buyer may from time to time specify.

3.2. Seller shall notify Buyer in writing when discrepancies in Seller's process or Goods are discovered or suspected regarding Goods delivered or to be delivered under the Contract.

3.3. In the event of any anticipated or actual delay, Seller shall:

3.3.1. Promptly notify Buyer in writing of the reasons for the delay and the actions being taken to overcome or minimize the delay;

3.3.2. Provide Buyer with a written recovery schedule; and

3.3.3. If requested by Buyer, ship via air or expedited routing to avoid or minimize delay to the maximum extent possible. Seller will pay the difference between the method of shipping specified and the actual expedited rate incurred.

The notification in Section 3.3.1 shall be informational only and shall not be construed as a waiver by Buyer of any delivery schedule or of any Buyer's rights or remedies provided by law or the Contract.

3.4. If Seller fails to make delivery promptly and regularly, as required under the Contract, Buyer may,

in addition to other remedies available at law, terminate the Contract in whole or in part.

3.5. Title and risk of loss shall remain with Seller until Goods are delivered to Buyer's facility specified in the Contract.

3.6. Seller shall not substitute any product for a Good identified in an PO without Buyer's prior written consent. Seller, however, may seek to receive Buyer's approval for alternative products for which substitutions could be made, or for such alternatives, if they are fit for Buyer's purpose, of equivalent or better quality.

4. NON-EXCLUSIVITY:

Unless otherwise agreed in a writing signed by Buyer, this Contract is not intended to be, nor is it, an exclusive arrangement, firm commitment or purchase requirements contract. Rather, this Contract is intended to cover only such quantities of the Goods Buyer elects to purchase from Seller as specified on each PO. Any quantity estimates in a PO are only for planning purposes, and the Buyer shall not be required to purchase any fixed quantity of the Goods for which it has no actual need during the term of the Contract.

5. PACKAGING AND SHIPPING:

5.1. Seller shall pack, label and prepare the Goods for shipment in such a manner as to ensure safe arrival at their destination, secure lowest transportation cost, conform with requirements of common carriers and, in any event, comply with Buyer's minimum specifications set forth in the specification document, or purchase order.

5.2. Wood Packing Requirements: All non-manufactured coniferous wood (soft woods from coniferous trees and hard woods from non-coniferous trees). Shall be treated to ensure the wood is bug free. Material shall be heat treated (HT) material certified by an accredited agency and recognized by the American Lumber Standards Committee (ALSC) and marked with the HT stamp. HT lumber is lumber that has been heated to 56 degrees C (core temperature) for 30 minutes and marked with the appropriate quality mark. The material may also be fumigated with (MB) Methyl Bromide. The ALSC approved markings for boxes and crates shall be placed on both ends of the outer packaging between the end cleats or end battens in at least one inch high letters. Marks may be placed above required MIL-STD-129 markings. Internal blocking and bracing must comply also and be marked if possible. For products imported by a domestic supplier from an international source, it is the sole responsibility of the domestic source to ensure that this standard (ISPM 15) is met.

6. INSPECTION:

The Buyer, the Buyers' customer and regulatory authorities shall have the right to inspect any Goods supplied under the Contract at any time during the manufacture or fabrication thereof at Seller's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be after delivery to the delivery point designated by Buyer. If any inspection or test is made by Buyer at Seller's facility or elsewhere, Seller shall provide reasonable facilities and assistance for the inspection personnel. No inspection, examination or test, regardless of extensiveness or type, and no approval given in connection with any such inspection, examination or test shall relieve Seller, or be claimed by Seller to relieve it, of any obligation to comply fully with all requirements of the Contract, including the obligation to produce Goods that conform to all requirements of the drawings, specifications, and other Contract Documents. Buyer may reject all Goods supplied under the Contract that are found to be defective. Seller shall bear risk of loss or damage to Goods rejected by Buyer. Goods so rejected may be returned to Seller at Seller's expense. At Buyer's request, Seller shall repair or replace defective Goods at Seller's expense. Failure to inspect goods, failure to discover defects in Goods or payment for Goods shall not constitute acceptance or limit any of Buyer's rights, including, without limitation, Buyer's warranty rights. In the event inspection reveals any defect and schedule urgency requires that the defect or defects be corrected by Buyer to support production, all cost of such correction, including, without limitation, installation and removal, will be charged to Seller; such charges will also include time and material and all other appropriate expenses. Seller shall maintain an inspection system acceptable to Buyer covering the Goods furnished under the Contract. Seller shall permit Buyer to review procedures, practices, processes,

and related documents to determine such acceptability. Seller shall keep records evidencing inspections and their results and shall make these records available to Buyer during Contract performance and for four years after final payment. Seller is expected to make the necessary commitments to achieve and maintain a 100% acceptance rate. In the event a Seller fails to maintain this rate, Buyer may begin termination for default proceedings per Section 12.2.

7. PRICES:

7.1. Unless otherwise specified, prices are DDP (Incoterms 2010) the place shown on the face of the PO and are exclusive of sales and use taxes.

7.2. No charge will be allowed for packing, crating, drayage, or storage.

7.3. Seller warrants that prices charged for the Goods are not higher than those charged to any other customer, including the Government, for goods of like grade and quality in similar or lesser quantities.

7.4. Pricing, as amended, may not be changed or adjusted in any manner without the prior consent (written or electronically) of Buyer.

7.5. If at any time during the term of this Contract or any PO, Buyer receives from another source an offer to supply a product of like quality to that offered by Seller at a price which results in a price lower than the delivered price then in effect hereunder, Buyer may request Seller to meet such competitive offer. If within five (5) days after the date of Buyer's request Seller shall not have agreed to meet the competitive offer, Buyer, at its option, may purchase the applicable product from the competitive source and the quantity so purchased shall be deducted from any applicable PO.

8. PAYMENT:

8.1. Unless otherwise expressly set forth on the face of a PO, terms of payment will be Net 60 days from receipt of an undisputed invoice in United States dollars.

8.2. Seller’s invoices shall be in such format and medium (including, without limitation, being in electronic medium), with such pricing and other information breakouts, and with such supporting documentation as Buyer may direct from time to time.

8.3. Any adjustments in Seller's invoice due to shortages, rejection or other failure to comply with the provisions of the Contract, or under any other order or contract between Buyer and Seller, may be made by Buyer before payment.

8.4. No charges or changes will be honored unless specified on the face of the PO.

8.5. Invoices must be accompanied by transportation receipt, if transportation is payable as a separate item.

8.6. Payment shall be deemed to have been made on the date Buyer’s check is mailed or payment is otherwise tendered.

8.7. Seller shall promptly repay to Buyer any amounts paid more than amounts due Seller.

8.8. Buyer may set off any amount due hereunder from Buyer to Seller from any amounts due to any Buyer from Seller under this Contract or any other agreement between Seller and Buyer.

8.9. Parts fabricated in excess or in advance of Buyer’s release are at Seller’s risk. Buyer reserves the right, without loss of discount privileges, to pay invoices covering items shipped in advance of the schedule of the normal maturity after the date specified for delivery.

9. WARRANTY:

9.1. Except as may be otherwise specified in a PO, Seller warrants that: (i) at the time of delivery Seller will have and will pass to Buyer clear, marketable title to the Goods; (ii) the Goods will conform to all applicable descriptions, drawings, data and samples, and published specifications therefor, and will be merchantable and fit for the purposes intended; (iii) the Goods will be of new materials and

free from defects in material and workmanship under normal use and service; (iv) the Goods will conform to the requirements of the Contract; (v) the Goods, its sale to Buyer, its resale by Buyer, and its use in accordance with Seller's specifications and/or marketing materials (or as applicable, that of the manufacturer of the Goods if not Seller), shall not infringe any U.S. or non U.S. patent, trademark, copyright, trade secret or other intellectual property or proprietary rights of any third party; and, (vi) in the performance of this Contract and any PO, Seller has complied or will comply with all applicable Legal Requirements. Any replacement Goods shall fully comply with the aforesaid warranties of Seller

9.2. Such warranties, together with Seller's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the Goods and shall run to Buyer, its successors, assigns, customers at any tier, and ultimate user and joint users.

9.3. Notices of any defects or nonconformity shall be given by the Buyer to the Seller within twelve (12) months after acceptance by ultimate user. Buyer's rights and remedies concerning latent defects shall exist indefinitely and shall not be limited in any way by any terms and conditions of this Contract. Buyer may, at its option, and in addition to other remedies available at law, either (i) return for credit, (ii) require prompt correction or replacement of the defective or nonconforming goods, or (iii) have the defective items corrected or replaced at Seller's expense and deduct the cost from any monies due Seller. The return to Seller of any defective or nonconforming Goods and delivery to Buyer of any corrected or replaced Goods shall be at Seller's expense. In addition to correcting or replacing any defective or nonconforming goods, Seller shall also reimburse Buyer for all costs and expenses incurred by Buyer in connection with inspection and discovery of the defects, identifying and correcting the cause of such defects, and all other activities reasonably undertaken by Buyer to obtain conforming Goods or attempting to obtain from the ultimate user a waiver to permit the defective Goods to be used with all or part of the defective conditions.

10. BUYER FURNISHED PROPERTY:

10.1. Unless expressly stated on the face of the PO, Seller shall supply all labor, services, tools, materials, equipment and items necessary or appropriate to produce the Goods.

10.2. All property of every description, including, without limitation, tools, tooling, dies, molds, patterns, machinery, fixtures, equipment, software, and any other property furnished to Seller by Buyer or paid for by Buyer for use in connection with the production, servicing and/or delivery of the Goods or listed in a PO and any replacement thereof ("Buyer's Property" shall be and remain as between Seller and Buyer the property of Buyer and shall be: (i) subject to inspection and immediate removal upon Buyer's request without legal proceedings, notice or liability and Buyer shall have the right of entry for such purposes; (ii) used only in filling orders of Buyer; (iii) stored and used only at the designated facility of Seller that is approved by Buyer; (iv) repaired and used by Seller in conformance with all applicable Legal Requirements, and any instructions furnished by Buyer from time to time;, (v) held by Seller at its risk for any loss or damage whatsoever (including, without limitation, with Seller being responsible for its replacement cost if lost due to theft or disappearance thereof); and (vi) insured by Seller, at its expense, in an amount equal to the replacement cost with loss payable to Buyer. The Buyer's Property always shall be clearly marked as the property of Buyer (or of Buyer's designee) and shall be safely stored separate and apart from Seller's property. Seller shall not cause, permit or suffer to be permitted, any lien or other encumbrance on or to the Buyer's Property and shall indemnify and save harmless Buyer from all liens and claims upon said property arising from any cause. Unless otherwise specified in an applicable PO, Seller, shall not modify the Buyer Property, but shall keep same in good condition and at its cost, shall be responsible for any maintenance and/or refurbishing of Buyer's Property. Seller consents to Buyer filing a Financing Statement showing Buyer as the owner of the Buyer Property, and if requested by Buyer, Seller shall execute and return to Buyer, for Buyer's filing, a Uniform Commercial Code Financing Statement - Form UCC-1, acknowledging that the Buyer's Property delivered to and/or at the Seller's facility is the property of the Buyer. Seller hereby appoints Buyer as its attorney-in-fact, with full authority, to complete the Financing Statement on behalf of Seller.

10.3. As and when directed by Buyer, Seller shall disclose the location of such Buyer furnished

property and/or prepare it for shipment and ship same to Buyer FOB Buyer's facility or designated location in as good condition as originally received by Seller, reasonable wear and tear excepted.

11. CHANGES:

Seller understands that Buyer may need to modify some or all the specifications for the Goods during the term of the applicable PO to address commercial requirements of Buyer and/or its customer. Accordingly, Buyer may, at any time during the term of an PO, notify Seller of its intention to change the specifications for the Goods; any such notice shall include the modified specifications for the Goods. If within thirty (30) calendar days of such notice by Buyer (i) Seller advises Buyer it is unable or unwilling to meet the modified specifications, or (ii) Seller and Buyer are unable to mutually agree to the pricing and implementation schedule therefor, then in either of such events Buyer may terminate the applicable PO without any liability therefor to Seller.

12. TERMINATION

12.1. CONTRACT CANCELLATION:

By written notice effective upon sending, Buyer may cancel the whole or any part of this Contract in the event of Seller's default of any or all of the requirements of this Contract or in the event of suspension of Seller's business, insolvency of Seller, institution of bankruptcy or liquidation proceedings by or against Seller, appointment of a trustee or receiver for Seller's property or business or any assignment, reorganization or arrangement by Seller for the benefit of creditors. Cancellation shall be effective immediately and Buyer shall have no additional liability to Seller.

12.2. TERMINATION FOR DEFAULT:

12.2.1. Buyer may, by written notice of default to Seller, terminate the whole or any part of this Contract in any one of the following circumstances: (i) if Seller fails to make delivery of the Goods or to perform this Contract within the time specified by this Contract or any extension thereof; or (ii) if Seller fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure; or (iii) Seller receives three notices as provided in this section 12.2.1 within a calendar year.

12.2.2. In the event Buyer terminates this Contract in whole or in part as provided in subparagraph 12.2.1 above, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, supplies or services similar to those so terminated, and Seller shall be liable to Buyer for any excess costs for the same, including, without limitation, all costs and expenses of the type specified in Section 9; provided, that in the event of a partial termination, Seller shall continue the performance of the remaining portions of this Contract.

12.2.3. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Seller and the subcontractor, and without the fault or negligence of either of them, Seller shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Seller were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule. The term(s) "subcontractor(s)" shall mean Seller's subcontractor(s) at any tier.

12.2.4. If this Contract is terminated in whole or in part as provided in subparagraph 12.2.1 above, Buyer, in addition to any other rights provided in this Contract, may require Seller to transfer title and deliver to Buyer or the Government, in the manner and to the extent directed by Buyer, (i) any completed Goods, and (ii) such partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as Seller has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and Seller shall, upon direction of Buyer, protect and preserve property in Seller's possession in which Buyer or the Government has an interest. Payment for completed Goods delivered to and accepted by Buyer shall be at the Contract price. Payment for manufacturing materials delivered to and accepted by Buyer and for the protection and preservation of property shall be in an amount

agreed to by Buyer and Seller; failure to agree to such amount shall be a claim concerning a question of fact within the meaning of Section 18. Buyer may withhold from amounts otherwise due Seller for such completed Goods, supplies, or manufacturing materials such sum as Buyer determines to be necessary to protect Buyer or the Government against loss because of outstanding liens or claims of former lien holders or for damages otherwise caused by Seller's failure to perform its obligations under this Contract.

12.2.5. The rights and remedies of Buyer provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

12.3. TERMINATION FOR CONVENIENCE:

Buyer may at any time by written notice terminate all or any part of this Contract for Buyer's convenience. Upon receipt of Buyer's notice of cancellation, Seller unless otherwise directed by Buyer, shall immediately discontinue performance of the PO and cancel all orders or subcontracts given or made in connection with the applicable PO. In the event of such a cancellation by Buyer, without cause, Buyer shall pay for all Goods delivered or produced under the applicable PO through the cancellation date; all Goods so paid for shall become the property of Buyer. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Contract for the work terminated.

12.4. TRANSITION:

In the event of any permitted termination of a PO by Seller other than for cause pursuant to Section 12.2, Seller, upon Buyer's request, shall cooperate with the Buyer in the transition of supply of the Good(s), including Seller continuing production and delivery of the Good(s) as ordered by Buyer, at the prices and other terms stated in the Pricing or the applicable PO, without premium or other condition, during the entire period reasonably needed by Buyer to complete the transition to the alternate supplier(s), such that Seller's action or inaction causes no interruption in Buyer's ability to obtain Good(s) as needed.

13. Confidentiality and Work Product.

13.1. DEFINITIONS

13.1.1.1. "Confidential Information" means information, regardless of form: (a) relating to the business of Buyer or Seller which derives economic value, actual or potential, from not being generally known to others or (b) relating to the business of clients of Buyer or Seller which derives economic value, actual or potential, from not being generally known to others, or which is subject to any applicable law regarding nondisclosure, including, without limitation, trade secrets, technical or nontechnical data or reports, information concerning research and development, information systems, product or systems designs, formulations or specifications, computer programs, methods, algorithms, procedures, processes, business plans and financial information.

13.1.1.2. "Discloser" means the party hereto that discloses Confidential Information to the other party hereto.

13.1.1.3. "Recipient" means the party hereto that receives Confidential Information from the Discloser.

13.1.1.4. "Work Product" means all documents, information or other data generated or developed by Seller or its employees or subcontractors while rendering and in connection with the performance of this Contract or any PO, including but not limited to any and all source and object codes and applicable documentation, information, data, models, equations, studies, calculations, reports, drawings, flow charts, modifications and/or adaptations of existing software and inventions developed or reduced to practice by Supplier or its employees or subcontractors while performing pursuant to this Contract or a PO.

13.2. CONFIDENTIAL INFORMATION

13.2.1. Except in connection with fulfilling its duties and obligations under this Contract, Recipient shall not copy, use, or disclose any of Discloser's Confidential Information.

13.2.2. Seller may not disclose the existence of this Contract or the items to be supplied under the Contract without Buyer's Authorized Procurement Representative's written consent, except to subcontractors who shall have the same non-disclosure responsibility.

13.2.3. Confidential Information and any rights therein shall be and remain the property of the Discloser. Notwithstanding the foregoing, all drawings and specifications, furnished or paid for by Buyer shall be the property of Buyer, shall be subject to removal at any time without additional cost upon demand by Buyer, shall be used only in filling orders from Buyer, and shall be kept separate from other drawings and specifications, and identified as the property of Buyer. The information contained in reports, drawings, documents or other records which are furnished to Seller by Buyer relating to this Contract, to the extent that such information is not in the public domain, shall not be copied or disclosed to others, except to subcontractors as necessary for completion of this Contract, in which event the subcontractor shall have the same obligation of nondisclosure. Upon completion, termination, or cancellation of this Contract, Seller shall return all data, including without limitation, drawings and specifications to Buyer within thirty (30) days after the effective date of completion, termination, or cancellation of this Contract. Any such data of Buyer retained by Seller shall remain subject to the foregoing restrictions on use, reproduction, and disclosure. Upon termination or cancellation of this Contract, Buyer may, at Buyer's option, use, on a non- exclusive basis, all drawings, documents or other records related to this Contract whether created by Buyer or Seller without further compensation to Seller.

13.2.4. Seller and Buyer, for itself and on behalf of its officers, employees and agents, agrees: (i) to hold Confidential Information of the other Party in strict confidence and not to disclose any part of it to others, exercising at least the same degree of care as it takes in protecting its own trade secrets (but no less than a reasonable degree of care); (ii) not to disclose Confidential Information of the other Party without the other Party's prior written consent to any entity or person other than its employees who require disclosure to perform the services in connection with this Contract; (iii) not to allow any persons or entities other than such employees access to Confidential Information of the other Party, and then only upon execution by the employee of a confidentiality agreement no less restrictive than the provisions of this Section 13; and, (iv) not to copy or make any use not authorized, in writing, in advance by the other Party of Confidential Information of the other Party.

13.2.5. Neither Party shall attempt to gain unauthorized access to any Confidential Information of the other Party and in the event access is obtained, it shall immediately report that fact to the other Party and to the extent possible explain the details of the procedure used to gain such access.

13.2.6. The obligations of this Section 13 shall continue with respect to any Confidential Information for a period of sixty (60) calendar months from the termination of this Contract. Provided, however, that Confidential Information that constitutes a trade secret shall continue to be protected as provided herein for such period of time that the information remains a trade secret.

13.2.7. Within thirty (30) days after completion or termination of this Contractor the PO, whichever shall occur first, or upon written request by the Disclosing Party, whichever is earliest, the Receiving Party shall return to the Disclosing Party all Confidential Information of the Disclosing Patty disclosed in documentary form, and destroy any documents that are generated by or on behalf of Receiving Party containing Confidential Information of the Disclosing Party, which are in the possession of the Receiving Party or its employees or subcontractors and all copies thereof, and certify in writing, such destruction to the Disclosing Party, provided, however, the Receiving Party may retain in a secure location one archival copy of all such materials for record purposes.

13.2.8. If the Receiver is required by law, regulation, or judicial or administrative order to disclose Confidential Information of the Discloser, the Receiver, except to the extent prohibited by law, shall promptly notify the Discloser and cooperate with Discloser to minimize such disclosure and to otherwise protect the confidentiality of such Confidential Information as is required to

be disclosed to the maximum extent possible under the relevant circumstances, all at the cost and expense of the Discloser. In the event the Receiver must disclose Discloser's Confidential Information, Receiver shall disclose only the minimum amount of Confidential Information as is required, in the opinion of Receiver's counsel, to comply with law, regulation or judicial or administrative order mandating disclosure.

13.2.9. Seller and Buyer acknowledge and agree that the Confidential Information and intellectual property contain valuable trade secrets of each other, the disclosure of which would cause the other Party irreparable harm for which monetary compensation would be inadequate. Therefore, the Parties agree that in the event of a breach by the other Party of its nondisclosure obligations under this Contract it shall be entitled to injunctive relief from a court of competent jurisdiction without the need to post any bond or demonstrate actual damages.

13.3. WORK PRODUCT.

13.3.1. Work Product shall be the sole and exclusive property of Buyer and may be used by Buyer for any purpose whatsoever without Seller's or its employee's consent and without obligation of any further compensation to Seller or its employees and shall be delivered by Seller or the employee to Buyer upon request by Buyer, but in any event not more than three (3) months following termination of the Contract or PO. Buyer may edit and modify, use, publish and otherwise exploit the Work Product in all media and in such manner as Buyer, in its discretion, may determine. Seller shall not use any portion of the Work Product in any projects for any third party.

13.3.2. Seller hereby assigns, grants, conveys and delivers solely, irrevocably, exclusively and throughout the world to Buyer, its successors and assigns, any and all title, right, interest and ownership of, in, and to all patent, copyrights, trade secrets, writings and other proprietary or property rights which Seller may have in the Work Product including, but not limited to, the right to secure copyright registration with respect thereto and all rights to any resulting registration in Buyer's name as claimant and the right to secure renewals, reissues, and extensions of any such copyright, and the right to file patent applications and obtain other intellectual property right protections with respect thereto.

13.3.3. To the extent requested by Buyer and at Buyer's expense, Seller shall execute and deliver such documents, agreements and papers and shall take such actions as are deemed necessary or convenient by Buyer to (i) secure patent, copyright, or other intellectual property right protection with respect to the Work Product in any country or jurisdiction, and (ii) to secure assignment of any such rights. Seller constitutes and appoints Buyer as agent and attorney-in-fact, with full power of substitution, to execute and deliver such documents or instruments as Seller may fail or refuse to execute and deliver, this power and agency being coupled with an interest and being irrevocable

13.3.4. Seller agrees to place on the Work Product, including but not limited to source listings, software and related documentation whether or not for display on a CRT or VDT, the following notice ("Notice"):

> *The information included herein is the confidential and proprietary information of TenCate Advanced Armor, and it or any part thereof is not to be published, disclosed to others, reproduced, or translated without prior written permission of TenCate Advanced Armor. In the event of publication, either authorized or unauthorized, all global rights under copyright law are retained by TenCate Advanced Armor.*
>
> *Unpublished work [Insert the appropriate yea] TenCate Advanced Armor.*

This Notice shall be (a) embedded in copies of the software in such a manner that it (i) appears on all printouts and (ii) is displayed on the user's terminal at sign-on, (b) affixed to the medium on which the software is provided and the storage box or receptacle for the medium, and (c) included on the first page of any documentation.

13.3.5. Seller represents that each of its employees assigned by Seller to work on the subject matter of this Contract has entered into a contract of employment which provides for assignment to Seller of all rights in the intellectual property in any country covering inventions and information which would be included in the definition of Work Product made by such employees during the course of their employment. In the event an employee has not entered into such contract of employment, Seller shall have each of its employees appointed to render such services execute such an agreement, prior to providing services hereunder.

13.4. PRESERVATION.

Seller agrees that all Work Product and Confidential Information of Buyer shall be preserved by Seller during this Contract and any applicable PO, whichever period is longer, and provided to Buyer immediately upon termination of the Contract or (for all or any portion of such Work Product or Confidential Information of Buyer) prior to termination upon written request of Buyer. Seller shall ensure that such Work Product or Confidential Information of Buyer is not subject to any manual or automated deletion/destruction program within the control of Seller or it's employees that would prevent Seller from complying with this obligation. The obligations of this Section 13.4 include all Work Product and Confidential Information of Buyer in paper or electronic form, including, but not limited to, email, electronic documents, databases, calendars, reports, microfiche, notes, electronic tapes, spreadsheets, accounting and financial data, images (PDF and TIFF), PST files, and instant messages wherever located including, but not limited to Seller or its' employees computer(s), home computers, handheld devices, Personal Data Assistant Devices (PDA's), CD-ROMs, DVD's, flash or thumb drives, or other portable storage locations within the custody or control of Seller and/or its' employees.

13.5. SELLER INTELLECUTAL PROPERTY.

13.5.1. Seller hereby grants to Buyer a non-exclusive, irrevocable, royalty-free, transferable license to make, have made, use and disclose the inventions and information contained in Seller Intellectual Property, and the right to sublicense any of Buyer's domestic and foreign affiliates, subsidiaries, joint venturers, equity partners, assigns or successors, to make, have made, and use the inventions and information of such Seller Intellectual Property, to the extent required by Buyer or such affiliate, subsidiary, joint venturer, assign or successor to use the Work Product or have others use the Work Product solely for Buyer's or such affiliate, subsidiary, joint venturer, assign or successor's benefit. Buyer also retains the right to sublicense all or part of the Seller Intellectual Property contained in the Work Product to any third party that purchases or acquires any assets of Buyer, which assets utilize such Work Product at the time of such purchase or acquisition, solely to the extent required by such third party to use the Work Product.

14. U.S. EXPORT CONTROL LAWS (ITAR AND/OR EAR COMPLIANCE):

14.1. The Parties undertake to comply with all applicable export/re-export laws and regulations regarding the use of the Goods, material, technology and know-how received or created under this Contract and the transfer of any immediate products and services based thereon.

14.2. Technical data, as defined in 22 CFR 120.10 and the Export Administration Regulation 799.1 Supplement 3, which may be acquired or generated under this Contract, may be subject to either the International Traffic in Arms Regulations (ITAR), 22 C.F.R. parts 120-130, or Export Administration Regulations (EAR), 15 C.F.R. parts 730-780, ("export-controlled data") and may require authorization from the Department of State, Directorate of Defense Trade Controls (DDTC), or Department of Commerce, Bureau of Industry and Security (BIS), or other applicable authority, before it may be released or disclosed to a foreign person. Seller shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. Seller shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

14.3. These obligations survive termination of the Contract.

15. PATENTS AND COPYRIGHTS:

Seller agrees to defend, indemnify, and hold harmless Buyer, its customers and agents, against any liability, including without limitation costs, expenses and attorney's fees, for or by reason of any actual or alleged infringement of any patent or copyright arising out of the manufacture, use, sale, delivery or disposal of Goods furnished under this Contract and not attributable to Seller's compliance with specific written instructions issued by Buyer's Authorized Procurement Representative. This provision shall apply to each notice or claim of patent or copyright infringement relating to the performance of this Contract of which Seller has knowledge, regardless of whether Buyer has given Seller notice of such claim.

16. ASSIGNMENT AND SUBCONTRACTING:

Seller shall not assign this Contract or any portion of this Contract, nor shall Seller subcontract for completed or substantially completed Goods or services purchased under the Contract without the prior express written consent of the Buyer's Authorized Procurement Representative. No assignment or subcontract by Seller, including any assignment or subcontract to which Buyer consents, shall in any way relieve Seller from complete and punctual performance of this Contract, including without limitation all Seller's obligations under Section 9.

17. NOTICES:

All notices required or permitted to be given under the Contract shall be deemed properly given if delivered in writing personally or sent by United States certified or registered mail addressed to Seller or Buyer, as the case may be, at the addresses set forth on the face of the PO, with postage fully prepaid. The effective time of notice shall be at the time of mailing.

18. ARBITRATION:

18.1. Except to the extent of a claim to enforce confidentiality obligations or to collect on an undisputed delinquent account, and as a precondition to instituting any action permitted by the provisions below, any controversy, claim or dispute between Buyer and Seller arising out of or relating to the provisions of this Contract or a PO, or the breach, termination or a validity thereof shall, upon written request of either Party, immediately be referred jointly for resolution to senior executives of each of the Parties who have authority to settle the controversy and who are at a higher level of management than the person(s) with direct responsibility for day-to-day administration of this Contract. Within fifteen (15) days after delivery of the written request of the Party, the receiving Party shall submit to the other a written response. The request notice and the response shall each include: (i) a statement of the respective Party's position and a summary of arguments supporting that position; and, (ii) the name and title of any other person who will accompany the senior executive. Within thirty (30) days after delivery of the disputing Party's request notice, the senior executives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the controversy. The Parties agree to honor all reasonable requests for information. All negotiations pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

18.2. After reasonably exhausting the procedures set forth above, either Party may initiate arbitration to resolve the dispute.

18.2.1. Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the American Arbitration Association and served on the other party in accordance with the AAA Rules within one (1) year after final delivery under the Contract.

18.2.2. If the amount in controversy is less than one million ($1,000,000.00) dollars, the arbitration proceeding shall be heard and decided by one (1) Arbitrator, who shall be an attorney with experience and familiarity with government contracts and government contract law, appointed

in accordance with the AAA Rules. If the amount in controversy is for one million ($1,000,000.00) or more, the matter shall be heard and decided by a panel of three arbitrators of whom each of Buyer and Seller shall appoint one panelist, and the two chosen panelists shall appoint their chairperson who shall be an attorney with experience and familiarity with government contracts and government contract law.

18.2.3. The hearing shall be closed to all persons except the arbitrator(s), the parties, their attorneys, and witnesses (only while testifying). The decision of the arbitrator(s) shall be considered Confidential Information. The compensation of the arbitrator(s), together with the time and manner of payment, shall be determined by the arbitrator(s) and may be assessed against the Parties in such proportions as the arbitrator(s) may deem fair and equitable. Any award made by the arbitrator(s) may be enforced by entry of a judgment in any court having proper jurisdiction and in accordance with applicable law.

18.2.4. The arbitrator(s) shall decide the questions in dispute in accordance with the law applicable under the provisions of this Contract.

18.3. Unless otherwise directed in writing by Buyer, Seller shall continue to diligently perform under this Contract during any arbitration proceedings.

19. COMPLIANCE WITH LAWS AND REGULATIONS:

Seller warrants that in the performance of this Contract Seller will comply with all applicable statutes, rules, regulations and orders ("Legal Requirements") of the United States, any State or political subdivision thereof, and any other legal authority having jurisdiction over a Party hereto, and agrees to indemnify Buyer against any loss, cost, damage or liability, by reason of Seller's violation of this warranty. This provision for indemnification is in addition to any other provision for indemnification in any document made part of this Contract.

20. CONFIGURATION CONTROL:

Seller shall make no change in design, specifications, compositions, materials, manufacturing location, manufacturing process or assembly processes or source of supply, after approval of the first production test item or after acceptance of the first completed end item, without Buyer's written approval. Seller agrees that any approval by Buyer of the first production test item or any acceptance by Buyer of the first completed end item shall not in any way relieve Seller from performing all requirements of this Contract, including Seller's obligations under Section 9.

21. EVIDENCE OF CITIZENSHIP OR IMMIGRANT STATUS:

Seller is required to provide information concerning citizenship or immigrant status of Seller's personnel and/or Seller's subcontractor's personnel entering Buyer's premises. Seller agrees to furnish this information before Seller's or its subcontractor's personnel enter onto Buyer's premises.

22. PUBLICITY:

Without prior written approval from Buyer's Authorized Procurement Representative, Seller shall not, and Seller's subcontractor(s) at any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same regarding the Contract or the Goods, Services, or program to which it pertains. Seller shall be liable to Buyer for any breach of such obligation by Seller and/or any of its subcontractors.

23. HAZARDOUS MATERIAL:

23.1. Seller shall provide to Buyer before the first shipment of any restricted toxic, hazardous, or controlled substance information sufficient to enable Buyer to make appropriate and sound decisions regarding environmental, health and safety impacts of each of the Goods to be supplied by Seller; all of which information shall be updated by Seller, as appropriate and necessary. Seller further shall provide to Buyer any specific health, safety, or environmental information concerning the Goods as may be specified in an applicable PO.

23.2. Hazard Communication (SDS/Labeling). Seller will provide Buyer with Safety Data Sheets ("SDS") for each hazardous Good that complies with the requirements of the U.S. Occupational Safety and Health Administration and the applicable regulatory requirements where the Buyer

delivery location resides (including, but not limited to, the California Safe Drinking Water and Toxic Enforcement Act of 1986). The SDS will be in English. Seller will ensure that all Goods covered by this Contract have a hazard warning label, that complies with the applicable regulatory requirements where the Buyer delivery location resides.

23.3. The Seller hereby certifies that all chemicals to be delivered under the Contract comply with the requirements of the Toxic Substance Control Act (TSCA) 15 USCA § 2601-2629.

24. ANTI-CORRUPTION COMPLIANCE:

24.1. Seller agrees that in pursuing the Contract and performing under it, it will fully comply with the Foreign Corrupt Practices Act, the Corruption of Public Officials Act, the United Kingdom Bribery Act, and local anti-corruption laws in the jurisdictions in which services pursuant to the Contract are performed or Goods are manufactured. Without limiting the generality of the foregoing, Seller represents that:

24.2. It has not and will not directly or indirectly offer, give, promise or authorize the payment or giving of money or anything of value to any government official, United Nations official, political party, party official or candidate for office ("Public Official") for the purpose of obtaining or retaining business or gaining any competitive advantage;

24.3. It has not and will not directly or indirectly, offer, pay, promise to pay, or authorize the payment or giving of money, or anything of value to any individual (i) to induce the individual to perform improperly any function or activity in the course of the individual's employment, business, trade, or profession or (ii) to reward an individual for the improper performance of any such function or activity.

24.4. No Public Official has nor will benefit, directly or indirectly, from the compensation that the Seller may receive in connection with this Order or proceeds of any Contract/subcontract related thereto;

24.5. Compensation that the Seller may receive in connection with the Contract or proceeds of any subcontract related thereto has not been used, and will not be used, for any activity or purpose that would violate any applicable anti-bribery law; and

24.6. Seller will cause their employees, directors and subcontractors to comply with the provisions of this Section 24 in connection with this Contract.

25. CONFLICT MINERALS DISCLOSURE

25.1. Conflict Minerals. Seller hereby certifies and represents to Buyer that the Goods do not include any Conflict Minerals or any of their derivative products as those terms are defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Products Act, and regulations issued thereunder by the Securities and Exchange Commission, (the "Act") that originated in the Democratic Republic of the Congo or any adjoining country and that said ce1tification and representation are based upon Seller making due inquiry as to the origin of the Conflict Minerals used in the Goods. Seller further agrees to cooperate with and provide such reasonable assistance to Buyer as may be required by Buyer for Buyer to meet its reporting obligation under the Act.

25.2. Seller certifies that, regardless of whether Seller is publicly traded or not, Seller does not procure Conflict Minerals from Covered Countries, as those terms are defined by and consistent with the Securities and Exchange Commission's final rule on Conflict Minerals, 17 CFR Parts 240 and 249(b), promulgated pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. (The "Rule").

25.3. Seller certifies and warrants that all products that have been or will be delivered to Buyer by Seller under any PO are DRC Conflict Free, as defined by and consistent with the Rule.

25.4. Seller agrees that, if required by the Rule, it has made, and will continue to make, good faith inquiries reasonably designed to determine whether any Conflict Mineral that is included in any product delivered to Buyer pursuant to this Order originated in the DRC or an Adjoining

Country, or is from Recycled or Scrap Sources, as defined in the Rule. Seller further agrees that, if required by the Rule, it has performed, and will continue to perform, due diligence on the source and chain of custody of any Conflict Mineral that is included in any product delivered to Buyer pursuant to this Order, and that such due diligence conforms to a nationally or internationally recognized due diligence framework, if such a framework is available for the Conflict Mineral. Seller agrees that all inquiries and diligence performed shall be consistent with the requirements of the Rule.

25.5. Seller agrees that it shall require its own subcontractors and suppliers (at any tier in the supply chain for a product delivered to Buyer under this Order) to furnish information to Seller necessary to support Seller's obligations under this Section.

26. Force Majeure.

26.1. If either Party's ability to manufacture, deliver, receive or consume the Goods or otherwise perform one or more of its substantial obligations under this Contract (the "Nonperforming Party") is prevented by Force Majeure (as defined below) and such inability to perform is not due to the fault of the Nonperforming Party or with the exercise of due diligence could not have been avoided or prevented by the Nonperforming Party, the Nonperforming Party may declare a Force Majeure and reduce its deliveries or receipt, as the case may be, of the affected Goods hereunder without liability to the other Party. As used herein, a "Force Majeure" means any event that is not under the control of and which is unpredictable and irresistible for the Nonperforming Party, such as any Acts of God (such as flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, civil hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, or industry-wide strike or lockout or labor dispute (excepting any involving the Party attempting to invoke this provision unless it is part of a national or industry strike or lockout or labor dispute). Buyer's receipt of a Stop Work Order shall be deemed a Force Majeure.

26.2. The party declaring Force Majeure must promptly (in any event within seventy-two (72) hours of it having occurred) notify the other Party in writing of the Force Majeure and provide reasonable detail concerning the cause of its inability to fully perform hereunder, its action plan to expedite and resolve the circumstance, the time schedule therefor, and provide due evidence and confirmation that all other affected suppliers/customers (as the case may be) will not be treated in a more favorable manner than the other Party. The party declaring Force Majeure shall exercise its' best efforts to overcome the Force Majeure Event and declare an end to the Force Majeure Event as soon as practicable.

26.3. If, as a result of Force Majeure, Seller is unable to meet its supply commitments to Buyer, Seller shall allocate its inventory and production first to its then contract customers, including the Buyer, on a fair and equitable basis; provided, however, in no event will Buyer's allocation percentage of available Goods be less favorable than a pro rata basis of what Buyer's average monthly purchases of the Goods has been of Seller's supply to such then contract customers. To the extent that during any Force Majeure Event, Buyer's requirements for the Goods hereunder are not satisfied through Seller's aforesaid allocation Buyer shall have the right to purchase from other sources that portion of Buyer's requirements of the Goods which Buyer otherwise would be obligated to purchase hereunder and Seller is unable to supply, and any amounts so purchased shall be deducted from the Contract quantity hereunder.

26.4. In the event a Party's performance is excused pursuant to this Section due to a Force Majeure Event for an accumulative aggregate of thirty (30) calendar days during any one hundred and sixty (160) consecutive calendar day period, the other Party may terminate this Contract and/or any applicable PO upon written notice to the Nonperforming Party. Provided, however, if the Force Majeure is the result of a Stop Work Order, the right to terminate shall not apply until the person issuing the Stop Work Order issues a termination.

26.5. In the event that pricing of this Contract is dependent upon the quantities purchased by Buyer or a rebate is earnable hereunder by Buyer, Buyer shall be credited as having purchased

all quantities of the Goods it would have otherwise ordered hereunder but that Seller was unwilling or unable to ship and supply to Buyer for any reason whatsoever (including due to a permitted Force Majeure) other than due to a breach by Buyer.

27. Miscellaneous.

27.1. Entire Agreement. The Contract constitutes the entire, fully integrated agreement of the parties as to the subject matter hereof and supersedes any and all prior communications, commitments, representations or warranty, between the Parties relating to the subject matter hereof and thereof. No modifications of the Contract shall be of any force or effect unless reduced to a writing which specifically references the Contract, states an express intent to modify or amend the Contract, and is signed by the Parties claimed to be bound thereby.

27.2. Waiver. The failure of Buyer to enforce at any time any of the provisions of the Contract shall in no way constitute or be construed as a waiver of that or any other provision of the Contract. Such failure to enforce shall in no way affect the validity of the Contract or any provision thereof or Buyer's right to enforce thereafter each and every provision of the Contract. The remedies herein reserved by Buyer shall be cumulative and additional to any other or further remedies provided in law or equity which the Buyer may possess. Seller agrees that it will not claim that Buyer has waived any of Seller's performance requirements under this Contract, and no such waiver shall be effective to relieve Seller from complete and punctual performance of such requirements, unless such waiver is expressly stated in writing and signed by Buyer's Authorized Procurement Representative.

27.3. Choice of law and venue. The validity, performance and construction of this Contract shall be governed by and construed in accordance with the laws of the State of Buyer facility issuing a PO under this Contract (generally, California or Ohio), excluding its choice of law rules. T*he United Nations Conventions on Contracts for the International Sale of Goods does not apply to this Contract or POs or the sale by Seller to Buyer of the Goods.* Jurisdiction and venue for any suit between the parties arising out of or connected with this Contract, or the Goods furnished under the Contract shall lie exclusively in the state or federal courts having territorial jurisdiction over the Buyer facility issuing the PO under this Contract. Seller consents to such jurisdiction and agrees not to raise any claim or defense related to jurisdiction or *forum non conveniens*.

27.4. Independent Contractor. Seller's relationship with the Buyer under this Contract is that of an independent contractor. Nothing in this Contract or any PO shall be construed as being inconsistent with that status. Seller shall be solely responsible for its employees, sub suppliers and agents and for their benefits, contributions and taxes, as applicable and shall indemnify and hold Buyer harmless from any and all liability arising therefrom.

27.5. Reformation. In the event any provision of this Contract or of an PO is determined to be invalid, illegal or otherwise unenforceable for any reason, that provision shall be reformed to the maximum extent permitted to preserve the Parties' original intent, failing which it shall be severed from this Contract or the applicable PO, with the balance of this Contract and of the applicable PO continuing in full force and effect.

27.6. Translation. This Contract is executed in English. In the event this Contract is translated into a language or languages other than English, this version in English shall be controlling on all questions or interpretations and performance.

27.7. Reproductions. This Contract, any PO, and all documents relating hereto and thereto may be stored and/or reproduced by any means or process including electronic or mechanical means. Any reproduction shall be admissible into evidence as the original in any litigation without regard to whether the original is in existence. If a Party signs this Contract and/or any PO (whether in writing, by a computer generated signature, or by a signature created, transmitted, received, or stored by electronic means) and then transmits an electronic facsimile of the signature page, (including, without limitation, in PDF format), the receiving Party may rely upon such electronic facsimile as an originally executed signature page without any modification or change to this Contract, unless such modification or change is noted on such electronic facsimile by the transmitting Party.

27.8. Audit. Seller agrees that all correspondence, books, accounts and other documents and information relating to the Goods purchased hereunder and the prices payable hereunder shall be made available to Buyer, or its authorized representatives, for inspection during normal business hours at Seller's office during the term of the applicable PO and for thirty-six (36) calendar months thereafter.