

 INTEGRIS	Integris Composites, Inc.	Rev. 0
Doc. Reference: P15-400	TERMS AND CONDITIONS OF SALE	QT9 Doc. Code: CORP-MNG-SOP-116

THESE TERMS AND CONDITIONS OF SALE APPLY TO THE SALE OF GOODS BY INTEGRIS COMPOSITES, INC. (Integris). NO ACKNOWLEDGMENT BY, REFERENCE TO, OR PERFORMANCE UNDER ANY ORDER SUBMITTED BY BUYER SHALL BE DEEMED TO BE AN ACCEPTANCE BY INTEGRIS OF ANY TERMS OR CONDITIONS CONTAINED IN SUCH ORDER. INTEGRIS'S ACCEPTANCE OF ANY ORDER IS EXPRESSLY MADE CONDITIONAL UPON THE APPLICATION OF THESE TERMS AND CONDITIONS OF SALE TO THE PARTIES' TRANSACTIONS. INTEGRIS OBJECTS TO AND REJECTS ANY ADDITIONAL, DIFFERENT OR CONFLICTING TERMS AND CONDITIONS WHEREVER FOUND AND BY WHOMEVER PROPOSED. INTEGRIS WILL NOT BE DEEMED TO HAVE WAIVED THESE TERMS AND CONDITIONS OF SALE IF INTEGRIS FAILS TO OBJECT TO PROVISIONS CONTAINED IN BUYER'S COMMUNICATIONS. BUYER'S SILENCE OR ITS ACCEPTANCE OF INTEGRIS'S GOODS OR SERVICES CONSTITUTES BUYER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE.

1. **PRICE:** All prices are quoted in U.S. dollars. Integris's quoted prices in its standard quotation form ("Quotation") shall apply for thirty (30) days from the date of the Quotation, or as otherwise stated therein. Prices are firm for all Goods scheduled for delivery not more than sixty (60) days from the date of Buyer's Purchase Order or Integris's Quotation, whichever came first. Prices for Goods scheduled for delivery thereafter are subject to increases in Integris's sole discretion. The price of the Goods is EXW Integris's designated facility and is exclusive of all insurance, freight, packing and unpacking charges and all imposts, duties and taxes. If Integris pays any insurance, freight, packing, unpacking, imposts, duties, taxes, or other charges in connection with any shipment (including, without limitation, any sales, use, excise, value added, ad valorem or property taxes and any interest or penalties in connection with any of the foregoing, but excluding any taxes measured on Integris's net income), Buyer, upon receipt of an invoice from Integris therefor, will promptly reimburse Integris for same and up to a 20% convenience fee, at the sole discretion of Integris.
2. **PAYMENT:** The due date for payment as to any order shall be thirty (30) days from tender of delivery. Payment shall be made in U.S. dollars without discount, set-off or deduction. Any check or remittance received from or for the account of Buyer may be accepted or applied by Integris against any indebtedness or obligation owing by Buyer, as shown by the books and records of Integris, without prejudice to or the discharge of the remainder of any such indebtedness or obligation, regardless of any condition, proviso, statement, legend or notation appearing on, referring to or accompanying such check or remittance.

Late charges will accrue on any amounts payable hereunder from their due date at the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the maximum rate permitted by applicable law. In addition, if Buyer is unable or refuses for any reason to accept delivery of any Goods, Buyer will pay all costs incurred by Integris as a consequence of the failure or refusal to take delivery, including, without limitation, reasonable charges for storage and handling. Time is of the essence for all payments due hereunder, and in the event any payment due to Integris is collected at law, or through an attorney-at-law or a collection agency, Buyer agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorneys' fees.
3. **RIGHT OF RESALE FOR FUNGIBLE GOODS:** If Buyer fails or refuses, for any reason, to accept delivery of, or take shipment of, any Goods that are fungible or interchangeable with other goods of the same kind held or offered for sale by Integris ("Fungible Goods"), or if Buyer otherwise defaults in its payment obligations with respect to any Fungible Goods as to which title has passed to Buyer, then, in addition to any other rights or remedies available to Integris under these Terms and Conditions

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or applicable law: (a) Buyer irrevocably constitutes and appoints Integris, and each of its officers and authorized representatives, as Buyer's true and lawful attorney-in-fact, with full power of substitution, in Buyer's name or in Integris's own name, to sell, transfer, or otherwise dispose of such Fungible Goods to any third party, on such terms (including price) as Integris determines in its commercially reasonable discretion, without further notice to or consent from Buyer except as required by applicable law. This power of attorney is coupled with an interest and is irrevocable until all amounts owed by Buyer to Integris with respect to the affected Goods have been paid in full. (b) Integris shall apply the net proceeds of any such sale (after deducting the reasonable costs of sale, storage, and handling, and a resale administration fee equal to ten percent (10%) of the gross sale price) first to any amounts owed by Buyer to Integris under the applicable Order or otherwise, with any surplus paid to Buyer. If the net proceeds are insufficient to satisfy amounts owed by Buyer, Buyer shall remain liable to Integris for the deficiency. (c) Integris is under no obligation to exercise its rights under this Section, and Buyer's failure to accept delivery of, or pay for, any Goods shall not be excused, and Buyer's liability shall not be reduced, by Integris's decision not to resell any Fungible Goods. (d) Nothing in this Section shall be construed to limit Integris's other rights and remedies, including its remedies as an aggrieved seller under Article 2 of the Uniform Commercial Code (e.g., UCC § 2-706).

4. **CREDIT:** Credit purchases must be approved in advance by Integris. Any credit terms extended to Buyer shall be subject to change by Integris, at any time, if Integris, in its sole discretion, determines that its prospects for payment have become or may become impaired or Integris determines that its credit information regarding Buyer is insufficient for Integris to confirm that Buyer's credit has not been impaired. Under such circumstances, Integris shall have the right to revise the terms of payment as deemed appropriate by Integris, including, without limitation, requiring cash before production or cash before delivery. If Buyer fails to make any payment required by any such revised terms, Buyer shall be in default hereunder. A change of credit terms by Integris shall be without prejudice to Integris's right to again revise the terms of payment, even as to the particular Goods which were subject to the initial revision.
5. **DELIVERY:** All delivery or shipping dates are estimates only. Integris will use reasonable efforts to fill each order in accordance with the estimated delivery or shipping date, but Integris will not be responsible for any delays in filling orders nor liable for any losses or damages resulting from such delays. Goods will be delivered Ex Works Integris's facility. Title and risk of loss pass to Buyer upon tender of delivery of the Goods. Integris may, in its discretion, accommodate Buyer's requests for transportation assistance (e.g. "prepaid and add") for an additional 10% administrative fee.
6. **RETURNS:** Due to the protective properties of the goods provided by Integris, returns outside of quality nonconformities are not allowed without Integris management's written approval.
7. **WARRANTIES AND DISCLAIMER:** Unless the Goods are the subject of a specific written warranty provided by Integris to Buyer, then subject to the terms, limitations, and conditions set forth below, Integris warrants to Buyer (and Buyer only) that on the date of delivery, the Goods will conform to Integris's issued specifications for said Goods or any Buyer specification agreed upon in writing by Integris. If the Goods are personal body armor, the warranty terms found in Integris's "Personal Protection Products: Limited Warranty" govern. This document can be found on the Integris Composites website at integriscomposites.com.

The limited warranties provided above shall not apply to any damage to or failure of the Goods or other damages resulting, directly or indirectly, from acts of God or conditions beyond the reasonable

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control of Integris, including, without limitation, accidents, fire, misuse, negligence, improper installation, improper storage, improper handling, modifications, alterations, tampering, vandalism, improper fit (in the case of personal body armor products), or failure to properly maintain, protect or repair the Goods.

INTEGRIS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, INTEGRIS MAKES NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND NO WARRANTY OF FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE. Integris makes no warranty or guaranty under the Flammable Fabrics Act or regulations issued thereunder or any other federal, state or local laws or regulations regarding flammability or any other characteristics, properties or uses of the Goods. Any samples submitted by Integris shall not be deemed to create any warranties.

- 8. INSPECTION; RIGHT OF ACCESS:** Buyer shall promptly inspect all Goods upon receipt and in any event, no later than 10 days after tender of delivery. Any claims as to a shortage, defect or nonconformity in any Goods, including claims for breach of the warranties set forth above, shall be barred and waived unless Buyer notifies Integris in writing of same by the earlier of (i) ten (10) days after Buyer learns or should have learned of the shortage, defect or nonconformity; (ii) alteration of the Goods; or (iii) thirty (30) days from the date the Goods are delivered to Buyer. Buyer's sole remedy for Integris's breach of the warranties set forth above shall be repair or replacement, as determined by Integris, of the defective Goods or refund of the purchase price thereof, as determined at Integris's sole option.

Right of Access: In addition to Buyer's inspection rights set forth above, Integris shall permit Buyer, Buyer's customer (including any U.S. Government customer), and applicable regulatory authorities the right of access to the applicable areas of Integris's facilities, and to applicable records and other documented information, at any level of the supply chain, to the extent necessary to verify the conformity of the Goods and of Integris's quality management system to applicable requirements, consistent with AS9100. Such access will be subject to reasonable advance notice, Integris's standard visitor, safety, and security procedures, and applicable U.S. export control and information-protection restrictions (including, without limitation, the International Traffic in Arms Regulations and the Export Administration Regulations).

- 9. QUALITY REQUIREMENTS; AS9100 FLOW-DOWN:** To the extent Buyer identifies in writing that the Goods are being furnished, directly or indirectly, in support of an aerospace or defense program subject to AS9100, the following additional terms apply and are incorporated into these Terms and Conditions:

(a) Counterfeit Parts Prevention. Integris maintains controls designed to prevent the use of, and to detect and mitigate the risk of, counterfeit and suspect counterfeit parts and materials in the Goods, consistent with AS9100. Integris will promptly notify Buyer in writing if Integris discovers or reasonably suspects that any Goods delivered hereunder, or any component thereof, is counterfeit or suspect counterfeit. (b) Nonconforming Product. Integris will notify Buyer in writing of any nonconforming Goods, processes, or services and will obtain Buyer's written approval of the disposition of any nonconforming Goods prior to shipment, consistent with AS9100. (c) Change Notification. Integris will notify Buyer in writing of, and will obtain Buyer's written approval prior to implementing, any change to the processes, products, or services provided hereunder, including any change of Integris's

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sub-tier suppliers or location of manufacture, consistent with AS9100. (d) Records Retention. Integris will retain quality, inspection, and other records relevant to the Goods in accordance with its policy found in QP-106: Control of Hardcopy and Electronic Records (which Integris will provide upon Buyer's request), or such longer period as may be required by the applicable Purchase Order, Buyer's flow-down requirements, or applicable law, consistent with AS9100. Upon Buyer's written request, Integris will make such records available for review. (e) Employee Awareness. Integris will ensure that its employees are aware of (i) their contribution to product and service conformity, (ii) their contribution to product safety, and (iii) the importance of ethical behavior, consistent with AS9100. (f) Flow-Down to Sub-Tier Suppliers. Integris will flow down to its own sub-tier suppliers and external providers those requirements of this Section, and any other applicable customer or regulatory requirements identified to Integris in writing by Buyer, that are necessary to ensure the Goods conform to applicable requirements, consistent with AS9100.

10. LIMITATION OF LIABILITY: INTEGRIS'S LIABILITY IS LIMITED TO ITS OBLIGATIONS CONTAINED IN THE FOREGOING WARRANTY. IN NO EVENT SHALL INTEGRIS BE LIABLE TO BUYER OR ANY OTHER PERSON, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY), FOR, AND BUYER IS NOT ENTITLED TO COLLECT, ANY INDIRECT, SPECIAL, INCIDENTAL CONSEQUENTIAL OR SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE, COSTS OF REWORK, MANUFACTURING EXPENSE, LOSS DUE TO INJURY TO REPUTATION, LOSS OF CUSTOMERS OR BUSINESS, OR FOR ANY CLAIM MADE AGAINST BUYER BY ANY OTHER PERSON, EVEN IF INTEGRIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. UNDER NO CIRCUMSTANCES SHALL INTEGRIS'S LIABILITY UNDER ANY CLAIM EXCEED THE PRICE RECEIVED FOR THE SPECIFIC GOOD GIVING RISE TO THE CLAIM. Any action against Integris for breach of warranty or contract, negligence, or other alleged liability arising out of the sale of Goods hereunder must be commenced within one year after such cause of action accrues. BUYER WILL INDEMNIFY, DEFEND AND HOLD INTEGRIS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS BASED ON: (i) INTEGRIS COMPLYING WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, (ii) MODIFICATION OF ANY GOOD BY ANYONE OTHER THAN INTEGRIS, OR (iii) USE OF GOODS IN COMBINATION WITH OTHER PRODUCTS.

11. FORCES BEYOND INTEGRIS'S CONTROL: Integris is not liable for failure to fulfill its obligations if such failure results from causes beyond its reasonable control (for example, and not by way of limitation: acts of God, acts or omissions of the Buyer, government prioritization orders, or other government orders or decrees, man-made or natural disasters, epidemic or other medical crises, materials shortages, failure or breakdown of machinery, labor actions or strikes, acts of terrorism, delays in transportation, or inability to obtain labor or materials through regular sources). If, due to any event beyond Integris's control Integris is unable to supply the total demand for any Goods specified herein Integris shall have the right allocate its available supply and resources in an equitable manner.

12. TERMINATION: Integris may terminate any order immediately at any time upon any material breach by Buyer. In addition, if Buyer ceases to conduct its operations in the normal course of business, or is unable to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Buyer, or a receiver for Buyer is appointed or applied for, or Buyer makes an assignment for the benefit of creditors, Integris may promptly terminate any and all Orders without liability. No such termination by Integris shall relieve Buyer of Buyer's obligation to

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pay for Goods delivered through the date of termination and to compensate Integris for damages caused by Buyer's breach. Integris may at any time terminate an order for Goods and/or services, in whole or in part, with or without cause, immediately upon written notice to Buyer. In such case, Integris's liability shall be limited to return of any payment received for undelivered Goods.

- 13. NON-ASSIGNMENT:** No right, title or interest hereunder may be assigned by Buyer without the written consent of Integris, and no attempted assignment shall be of any force or effect. These Terms and Conditions shall inure to the benefit of Integris's successors and assigns and shall be binding upon Buyer's successors and permitted assigns.
- 14. EXPORT/IMPORT:** Certain Goods sold by Integris and other related technology and documentation are subject to export control laws, regulations and orders of the United States (including the International Traffic in Arms Regulations, the Export Administration Regulations, and various economic sanctions regulations) and the export or import control laws and regulations of other countries ("Export Laws"). Buyer will at all times comply with all such Export Laws and will not directly or indirectly export or divert any Goods or any related technology or documentation to any third party or country if such export or transmission is restricted or prohibited. Buyer agrees that it is responsible for obtaining any licenses to export, re-export, or import as may be required by applicable law.
- 15. GOVERNMENT CONTRACT FLOW-DOWN:** The following terms apply to the extent Buyer identifies, in the applicable Purchase Order, Quotation, or other writing, that any Goods purchased hereunder are being acquired for ultimate delivery to, or use in connection with, a contract or subcontract with the United States Government or any of its agencies (a "Government Contract"):
- (a) Buyer will identify to Integris in writing any clauses of the Federal Acquisition Regulation ("FAR"), the Defense Federal Acquisition Regulation Supplement ("DFARS"), or other applicable government flow-down requirements that apply to a specific Order. Integris will comply with those clauses so identified to the extent applicable to the Goods and to Integris's role as a subcontractor or supplier. No FAR, DFARS, or other government contract clause is incorporated into these Terms and Conditions by reference except as identified in writing by Buyer in accordance with this subsection.
- (b) Without limiting subsection (a), and to the extent applicable to a specific Order as identified by Buyer, Integris will comply, as and to the extent required by law, with: (i) restrictions on covered telecommunications and video surveillance equipment and services (FAR 52.204-25 and Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019); (ii) safeguarding of covered defense information and cyber incident reporting requirements (DFARS 252.204-7012), to the extent Integris processes, stores, or transmits covered defense information in connection with an Order; (iii) combating trafficking in persons (FAR 52.222-50); and (iv) counterfeit electronic part detection and avoidance (DFARS 252.246-7007 and 252.246-7008), which is addressed further in the Quality Requirements section above.
- (c) Integris will flow down to its own subcontractors and suppliers, at any tier, those provisions of this Section that are required by their terms or by applicable law to be flowed down.
- (d) This Section is not an admission that any specific Order is being performed under a Government Contract and does not generally incorporate the FAR or DFARS into these Terms and Conditions absent Buyer's written identification under subsection (a).
- 16. GENERAL:** These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Ohio, including its Uniform Commercial Code as in effect on the date hereof, without regard to its conflicts of laws rules. The parties hereto expressly disclaim application of the United Nations Convention on the International Sale of Goods. Venue for any action arising out of or

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related to these Terms and Conditions of Sale shall lie exclusively in the State or federal courts having jurisdiction over Licking, County, Ohio, and the parties hereto irrevocably consent to such venue and jurisdiction and waive any defenses of personal jurisdiction and *forum non conveniens*. Wherever possible, each of the terms and conditions hereof is to be interpreted in such manner as to be effective and valid under applicable law, but if any such term or condition is prohibited or invalid under such law, such term or condition is to be reformed, if possible, but only to the extent of such prohibition and invalidity, and only if such reformation will give effect to the intent of the parties. If reformation is not possible, the provision shall be struck without invalidating the remainder of such term or condition or the remaining terms and conditions hereof.

- 17. ADVICE:** Upon request, Integris may, but shall not be obligated to, furnish Buyer with advice, recommendations and services with respect to the properties, and the cutting, processing, installation, maintenance or other uses of the Goods. Buyer expressly acknowledges that any such advice, recommendation or service is given free of charge and accepted at Buyer's risk on an "AS IS" basis with no warranties whatsoever. Integris assumes no obligation or liability for the advice, recommendations or services so given, and Buyer agrees to indemnify and hold Integris harmless from any liability asserted against Integris as a consequence thereof, including, without limitation, any costs and attorney's fees incurred by Integris in defending any claims arising as a consequence thereof.
- 18. NOTICES:** All notices and other communications hereunder are to be in writing. Notices shall be deemed delivered upon actual receipt or refusal to accept.
- 19. ENTIRE AGREEMENT:** These Terms and Conditions constitute the entire agreement between the parties governing the purchase and sale of the Goods and supersede all prior and contemporaneous discussions and agreements between the parties concerning the Goods. No promises, covenants, representations or agreements other than as expressly set forth herein have been made, and Buyer represents and warrants that it is not relying on any promises, covenants, representations or agreements other than as expressly set forth herein in entering into this transaction. Notwithstanding the foregoing, nothing herein shall be deemed to supersede, modify, or terminate any preexisting agreement between Integris and Buyer concerning the protection of proprietary or confidential information.
- 20. CHANGES:** These Terms and Conditions may not be modified, amended, changed or terminated, and no term or condition hereof may be waived, unless such waiver, modification, amendment, change or termination is expressed in writing and signed by duly authorized employees of Integris and Buyer. No delay or omission by Integris in exercising any right or remedy shall be a waiver thereof or of any other right or remedy, and no single or partial waiver thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. All rights or remedies of Integris hereunder are cumulative.