

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. **Order of Precedence, Acceptance, Modification.**

1.1 **Order of Precedence.** These terms and conditions together with the specifications, drawings, or other documents referred to, attached or incorporated by reference, on the face of the cover page(s) of the purchase order or outline agreement (collectively "Purchase Order"), supersede any prior communications, representations, promises, or negotiations respecting the subject matter of this Purchase Order, unless otherwise agreed in writing signed by both parties. All documents related to this Purchase Order are interpreted together as one agreement. If there is an irreconcilable conflict among the provisions of those documents, the following order of precedence applies: a) any document executed by both parties after the issuance of this Purchase Order that is expressly intended to amend or supersede the terms herein; then b) the Cover Page of this Purchase Order if executed by both parties; then c) the master supply or services agreement; then d) the General Terms and Conditions in this document; and finally e) other contract documents agreed to in writing by the parties.

1.2 **Acceptance.** This Purchase Order is for the purchase of goods, services, or both described on the face of the Purchase Order (collectively, "Goods") and is issued by Matdan Aerospace Corporation referred to as "Matdan" with locations at 10845 Millington Ct Cincinnati, OH 45209 identified on the face of the Purchase Order. This Purchase Order is deemed accepted upon the earlier of the return of the acknowledgment copy of this Purchase Order or the commencement of performance by Supplier. Matdan rejects any additional or inconsistent terms and conditions offered by Supplier at any time. Any reference to Supplier's quotation, bid or proposal does not imply acceptance of any term, condition, or instruction contained in such document. No course of prior dealing or usage of the trade may modify, supplement or explain any terms used in this agreement.

1.3 **Modification.** No change to or modification of this Purchase Order will be binding upon Matdan unless in writing, specifically identifying that it amends this Purchase Order, and signed, or approved electronically, by an authorized representative of Matdan. If Supplier becomes aware of any ambiguities or conflicts between this Purchase Order and any other document, Supplier will immediately submit the matter to Matdan for resolution.

2. **Delivery, Shipment and Packaging**

2.1. Supplier will deliver Goods in the quantities and on date(s) specified on the Purchase Order. If delivery dates are not stated, Supplier will offer its best delivery date(s), which will be subject to acceptance by Matdan. Unless otherwise agreed, all Goods shipped in one day from and to a single location must be consolidated on one bill of lading or air waybill.

2.2. **Time is of essence for Matdan.** If the delivery schedule is endangered for any reason other than Matdan's fault, Supplier will, at its expense, deliver Goods by the most expeditious shipping method. Matdan reserves the right to reject, at no expense to Matdan, all or any part of any delivery that varies from the quantity stated in this Purchase Order. Supplier will not make any substitutions without Matdan's prior written approval. All items will be packaged according to Matdan's instructions or, if none, according to good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. All containers will be properly marked for identification as instructed on Matdan's Purchase Order and contain a packing slip that details, at a minimum: (i) the Matdan Purchase Order number(s), (ii) line item number(s), (iii) product part number, (iv) detailed product description, (v) total number of boxes in shipment, (vi) quantity of product shipped, and (vii) final delivery address. Items delivered in advance of Matdan's delivery schedule may be returned or stored at Supplier's expense. The Purchase Order number(s) and line item

number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading and air waybills.

2.3. Within two business day after Supplier delivers the Goods to the carrier, Supplier will send Matdan a complete set of shipping documents including the commercial invoice, packing list, and air waybill or three original parts of the combined through bill of lading, clean without notation, necessary to release the Goods to Matdan's custody.

3. **Notice of Delay.** Supplier must immediately notify Matdan in writing of any delays or anticipated delays and provide all relevant information with respect to such delay.

4. **Excusable Delay (Force Majeure).** Neither party will be in default for any delay or failure to perform due to causes beyond its reasonable control and without its fault or negligence ("Force Majeure Event"). Any delay or failure to perform caused by the default of a sub-tier supplier of Supplier will be excused only if (a) it is beyond the control of both Supplier and its sub-tier supplier(s) and without the fault or negligence of any of them, and (b) the Goods to be furnished cannot be obtained from other sources in sufficient time to permit Supplier to meet the delivery schedule. Supplier's ability to sell Goods at a more advantageous price or Supplier's economic hardship in buying materials or processing necessary for manufacture of the Goods will not constitute a Force Majeure Event. The party affected by a Force Majeure Event will promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the Force Majeure Event, and will use its best efforts to remedy the delay. If Supplier's delivery is delayed, Matdan may, at Matdan's sole option, cancel deliveries scheduled during the period of the Force Majeure Event or elect to extend the period of performance to cover the period caused by the Force Majeure Event. If a Force Majeure Event occurs that affects delivery of Goods to Matdan, Supplier will allocate its available supply of Goods in a manner that assures Matdan of at least the same proportion of Supplier's total output of Goods as was allocated to Matdan before to the Force Majeure Event. If delivery of any Goods is delayed for more than 30 days, Matdan may, without liability, cancel all or any part of this Purchase Order.

5. **Shipping Terms, Title and Risk of Loss**

5.1. If the Goods will be transported from Supplier's location in the U.S. to Matdan's location in the U.S., unless otherwise specified on the face of the Purchase Order, delivery of the Goods will be made F.O.B. Matdan's location and title to and risk of loss for the Goods passes to Matdan upon delivery of the Goods at Matdan's location. If the face of this Purchase Order states that delivery of the Goods is F. O. B. Supplier's location, Supplier bears all risk of loss or damage to the Goods and title passes to Matdan upon delivery of the Goods to the carrier designated or approved by Matdan.

5.2. The foregoing does not relieve Supplier of any responsibility for hidden damages discovered after acceptance of the Goods. Notwithstanding the foregoing, title and risk of loss to Goods subject to a consignment stock agreement pass upon release of the Goods from the consignment stock as per Matdan's request. Matdan may direct Supplier to ship the Goods to Matdan or to any third party designated by Matdan.

6. Matdan-Supplied Materials

6.1 Title to any material, tooling, equipment or technical data that Matdan pays for or is provided to Supplier by or on behalf Matdan, including replacements (“Matdan Property”), will remain or vest with Matdan. Supplier will conspicuously label Matdan Property as such, maintain it in good condition, keep written records of the Matdan Property in its possession and the location of the property, not allow any liens to be placed upon it, and not change its location without prior written approval from Matdan. Supplier is responsible for inspecting and determining that the Matdan Property is in useable and acceptable condition.

6.2 Supplier will use Matdan Property exclusively to fulfill the Matdan Purchase Orders unless otherwise authorized in writing by Matdan’s procurement representative. Matdan Property is intended for use at the Supplier’s site only or as otherwise authorized in writing by Matdan’s procurement representative and, to the extent applicable, is subject to U.S. and other government export or re-export requirements. Supplier is responsible for any loss, damage, or destruction of Matdan Property and any loss, damage or destruction of any third party property resulting from Supplier’s negligent use of Matdan Property. Supplier will not include the cost of any insurance for Matdan Property in the prices charged under this Purchase Order. Supplier will return Matdan Property or dispose of it at Matdan’s sole option as it directs in writing. Matdan makes no representations and disclaims all warranties (express or implied) with respect to Matdan Property.

7. **Price.** Supplier will furnish the Goods at the prices stated on the face of the Purchase Order. Unless otherwise provided on the face of the Purchase Order, the prices include all packaging and freight to the specified delivery point; applicable taxes and other government charges including, but not limited to, all sales, use or excise taxes; and all customs duties, fees or charges. .

8. **Invoicing and Payment.** After each shipment made or service provided, Supplier will submit an invoice describing the Goods provided and, as applicable, part numbers, quantity, unit of measure, hours, and the unit and total prices. Any incidental charges such as royalties, selling commissions, non-recurring engineering, or other incidental charges must be separately itemized and identified on the invoice. The invoice will be accompanied (if applicable) by a signed bill of lading or express receipt evidencing shipment. Payment of an invoice does not constitute acceptance of the Goods and is subject to appropriate adjustment should Supplier fail to meet the requirements of the Purchase Order. Payment terms are net **30** days from receipt of invoice and conforming Goods. .

9. **Set Off and Liens.** Matdan may deduct any amount owing from Supplier to Matdan against any amount owing to Supplier under this Purchase Order. Supplier hereby waives its right to file a lien against any property or assets of Matdan or otherwise encumber such in a summary or other proceeding. Supplier will indemnify and hold Matdan harmless for any liens or claims filed by Supplier’s sub-tier contractors or agents against Matdan or its assets relating to amounts owed by Supplier to its sub-tier contractor or agents.

10. Inspection

10.1. All Goods may be inspected and tested by Matdan, its customers, higher-tier contractors, and end user at all reasonable times and places. If an inspection or testing is made on Supplier’s premises, Supplier will provide, without additional charge, all reasonable facilities and assistance required for the inspection and tests. In its standard inspection and testing of the Goods, Supplier will use an inspection system accepted by Matdan in writing. Supplier will maintain all inspection records, including sub-tier supplier records relating to the

Goods and make available to Matdan during the performance of this Purchase Order, and for such longer periods as may be specified by Matdan.

10.2. Final inspection and acceptance by Matdan will be at destination unless otherwise specified in this Purchase Order. Matdan may inspect 100% or a sample of Goods, at Matdan’s option, and may reject all or any portion of the Goods or lot of Goods if Matdan determines them to be defective or nonconforming. If Matdan performs any additional inspections after discovering defective or nonconforming Goods, the additional inspection costs will be paid by Supplier. No inspection, tests, approval, design approval, or acceptance of the Goods relieves Supplier from liability for warranty, latent defects, fraud, or negligence.

11. Warranty

11.1. Supplier warrants to Matdan, its successors, assigns, customers and end users that, upon delivery, and during the entire Warranty Period specified below, all Goods furnished (including all replacement or corrected Goods or components that Supplier furnishes under this warranty) will (a) be free from defects in material, workmanship, and design, even if the design has been approved by Matdan, (b) conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Matdan, (c) be merchantable, (d) be fit for the intended purposes (to the extent the Goods are not of a detailed design furnished by Matdan) and operate as intended, (e) comply with all applicable national and local laws, (f) be free and clear of any and all liens, restrictions, reservations, security interests or encumbrances, (g) not infringe any patent, published patent application, or other intellectual property rights of any third party existing as of the date of delivery, and not utilize misappropriated third party trade secret information.

11.2. The Warranty Period will be for a period of 24 months from the date of delivery to the end user or such longer period of time as may have been accepted by Matdan from Matdan’s customer or the date on which any longer or broader government requirement covering the Goods ends. These warranties will survive any delivery, inspection, acceptance or payment by Matdan for the entire Warranty Period. Claims for breach of warranty and the applicable statute of limitations do not accrue until discovery of noncompliance, even if the Goods were previously inspected. Goods that meet the preceding standards are collectively called “conforming Goods.” If conforming Goods are not furnished or are delivered late, then Matdan may, at its election and in addition to any other rights or remedies it may have at law or in equity, have the Goods repaired, replaced, corrected or sourced from a third party, at Supplier’s expense. Supplier is also responsible for all related expenses and damages including without limitation, the costs of removal, disassembly, failure analysis, fault isolation, reinstallation, re-inspection and retrofit of the nonconforming Goods or of Matdan’s affected end-product; all freight charges; all customer charges; and all corrective action costs (i.e., costs of additional inspection or quality control systems). Unless set off by Matdan, Supplier will reimburse Matdan for all such costs upon receipt of Matdan’s invoice. If Supplier is unable to remedy the non-conformance or to deliver replacements or such measures are delayed for an unreasonable period of time, then Matdan may, at its election, rescind the Purchase Order, demand a reduction of the purchase price and/or claim damages from Supplier.

12. **Changes.** Matdan may direct any changes to the Purchase Order, through its authorized procurement representatives, by written or electronic notification. If the changes cause an increase or decrease in the cost of performing this Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates or both, and this Purchase Order will be modified in writing or electron-

ically. Any claim for adjustment under this provision may, at Matdan's option, be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to Matdan within 30 days from the date of the receipt by Supplier of the Matdan-directed change to the Purchase Order. If the cost of property made obsolete or excess as a result of a change is paid by Matdan, Matdan may prescribe the manner of disposition of the property.

13. Design and Process Changes. Supplier will make no changes to the design, materials, manufacturing location, equipment or processes specified in the Purchase Order or documents referenced in it, or if none, those in place when the Purchase Order is issued, without the advance written approval of Matdan's procurement representative.

14. Stop Work. At any time by written notice and at no cost, Matdan may require Supplier to stop all or any part of the work under this Purchase Order up to 30 days (Stop Work Order). Immediately upon receipt of a Stop Work Order, Supplier will comply with its terms. At any time during the stop work period, Matdan may, in whole or in part, either cancel the Stop Work Order or terminate the work under the Termination section of this Purchase Order. To the extent the Stop Work Order is canceled or expires, Supplier must resume work.

15. Termination

15.1. The non-breaching party may terminate this Purchase Order if the other party commits a material breach and fails to remedy the breach within 30 calendar days following receipt of written notice specifying the grounds for the breach. A material breach includes, but is not limited to, late delivery or delivery of nonconforming Goods. The solvent party may terminate this Purchase Order upon written notice if the other party becomes insolvent or if any petition is filed or proceedings commenced by or against that party relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

15.2. Notwithstanding any firm time period or quantity on the face of the Purchase Order, Matdan may terminate this Purchase Order in whole or in part at any time with or without cause for undelivered Goods or unperformed services upon 10 days' prior written notice.

15.3. If Matdan terminates this Purchase Order under either 19.1 or 19.2, Matdan's sole liability to Supplier, and Supplier's sole and exclusive remedy, is payment for Goods received and accepted by Matdan before the termination. The payment can be set off against any damages to Matdan. Upon termination, Matdan may require Supplier to transfer title and deliver to Matdan any completed Goods and Matdan will pay the Purchase Order price for those Goods subject to set off against any damages to Matdan. Matdan may also require Supplier to transfer title and deliver to Matdan any or all property produced or procured by Supplier to perform this Purchase Order. Matdan will credit Supplier with the reasonable value of the property, but not more than Supplier's actual cost or the Purchase Order value, whichever is less.

15.4. To the extent that any portion of this Purchase Order is not terminated under 19.1 or 19.2, Supplier will continue performing that portion.

16. Cessation of Production. If production of any Goods called for under this Purchase Order is to be discontinued or suspended at any time within one year after final delivery of any Goods under this Purchase Order, Supplier must give Matdan at least 180 days prior written notice of the discontinuance or suspension. During the notice period Supplier must accept orders from Matdan for the Goods at the price and on the terms of this Purchase Order.

17. General Indemnification. Supplier will, at its expense, defend and indemnify Matdan and its subsidiaries, affiliates and agents, and

their respective officers, directors, shareholders, and employees, and Matdan's customers (collectively "Indemnitees") from and against any and all loss, cost, expense, damage, claim, demand or liability, including reasonable attorney and professional fees and costs and the cost of settlement, compromise, judgment or verdict incurred by or demanded of an Indemnitee arising out of, resulting from or occurring in connection with Supplier's negligence, willful misconduct, or breach of the terms of this Purchase Order. In no event will Supplier enter into any settlement without Matdan's prior written consent, which will not be unreasonably withheld.

18. Intellectual Property Indemnification

For Goods provided under this Purchase Order, Supplier will, at its expense, defend, indemnify and hold harmless Indemnitee from and against any and all loss, cost, expense, damage, claim, demand or liability, including court costs and reasonable attorney and professional fees and costs arising out of, resulting from, or occurring in connection with any alleged: (a) patent, copyright or trademark infringement; (b) unlawful disclosure or use of confidential information; or (c) any other violation of any third party intellectual property right ("Claim").

19. Insurance. Supplier will have at all times a liability insurance which includes, but is not limited to, (i) commercial general liability (including product liability and for services to be performed, completed operations liability) in a sum no less than \$1 million, (ii) automobile liability in a sum no less than \$1 million, (iii) worker's compensation in an amount no less than the applicable statutory minimum requirement and (iv) employer's liability in an amount of no less than \$1 million. All policies will be with insurance carriers with an AM Best's rating of no less than A- or equivalent. Prior to the delivery of any Goods or commencement of any services under the Purchase Order, Supplier will provide to Matdan evidence that Supplier maintains the foregoing insurance. Such insurance will be primary and non-contributory, and will be specifically endorsed or otherwise name Matdan International Inc. and its subsidiaries as additional insured and the coverage will not be changed without 30 days advance written notification to Matdan from the carrier(s).

20. Confidentiality and Ownership of Intellectual Property

20.1. All Goods, including without limitation inventions, discoveries, specifications, samples, drawings, materials, know-how, designs, processes, and other information whether technical, business, financial or other, that: (a) has been or will be provided to Supplier by or on behalf of Matdan or which Supplier otherwise acquires under this Purchase Order; (b) Supplier will design, develop or otherwise create in connection with this Purchase Order whether or not completed and (c) the existence, negotiations, terms and performance of this Purchase Order shall be regarded by Supplier as confidential and deemed to be "Confidential Information" of Matdan. Supplier shall promptly and fully disclose to Matdan all Confidential Information under 24.1(b) above in sufficient detail to enable Matdan to practice and protect same and will assist Matdan in every proper way (at Matdan's expense) to obtain for Matdan's own benefit patents, copyrights and/or other rights of protection on any such Confidential Information in any and all countries. All Confidential Information under 24.1(b) shall be a "work for hire" and the ownership and copyright therein vests in Matdan and shall be the exclusive property of Matdan. To the extent that exclusive title or ownership rights in such Confidential Information may not originally vest in Matdan, Supplier hereby irrevocably assigns, transfers and conveys to Matdan all right, title and interest therein.

20.2. Matdan's Confidential Information will remain the property of Matdan and will not be used by Supplier for any purpose other than for performing this Purchase Order, may not be disclosed to any third

party, and will be returned to Matdan upon the earlier of Matdan's written request or completion of the Purchase Order. If, with Matdan's prior written approval, Supplier furnishes Confidential Information to a sub-tier supplier, Supplier will bind the sub-tier supplier in writing to the obligations set forth in this Section 24 and Supplier will remain responsible to Matdan for any breach of this provision by its sub-tier suppliers.

21. Audit

21.1. Supplier will maintain suitably detailed records as may be necessary to adequately reflect Supplier's compliance with the terms of this Purchase Order for at least ten years from the last date of delivery. Supplier will permit Matdan's auditors to have access at all reasonable times to Supplier's books and other pertinent records. Supplier will require each of its sub-tier suppliers to do likewise with respect to their books and records. Supplier and each sub-tier supplier will also furnish other information as may be needed by Matdan's representatives in auditing compliance.

21.2. If, as a result of an audit, any invoice submitted by Supplier is found to be in error, an appropriate adjustment will be made to the invoice or the next succeeding invoice following the discovery of the error and will be paid promptly by Supplier or Matdan, as the case may be. Supplier will promptly correct any other Supplier deficiencies discovered as a result of the audit.

22. Assignment and Subcontracting. Supplier will not assign this Purchase Order or any rights or obligations or subcontract all or any material aspect of the work called for without the prior written approval of Matdan. Any assignment without Matdan's written approval will be voidable at the option of Matdan. Matdan may assign this Purchase Order, in whole or part, to its subsidiaries or affiliates, or to any purchaser or successor to all or substantially all of the assets of the business or product line to which this Purchase Order relates without Supplier's consent and upon written notice to Supplier.

23. Relationship of Parties/Independent Contractor.

27.1. Nothing in this Purchase Order will be construed to place Supplier and Matdan in an agency, employment, franchise, joint venture or partnership relationship. Neither party has the authority to obligate or bind the other in any manner, and nothing contained in this Purchase Order creates rights of any kind for any third parties and neither party will make any representation to the contrary. Supplier will perform its obligations under this Purchase Order as an independent contractor.

24. Compliance with Laws and Integrity. Supplier will comply with all applicable international, national, state and local laws, regulations and ordinances. Supplier will maintain an integrity and compliance program acceptable to Matdan and effective in preventing and correcting ethical violations and in maintaining compliance with laws. .

25. Applicable Law and Forum. This Purchase Order will be governed by and construed in accordance with the laws of the State of Ohio, without regard to that state's conflicts of law principles. Federal and State courts located within Cincinnati, Ohio will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Purchase Order, which will be conducted in English.

26. Remedies. All Matdan remedies set forth in this Purchase Order are in addition to, and will in no way limit, any other rights and remedies that may be available to Matdan at law or in equity.

27. Notices. All Notices relating to this Purchase Order must be in writing. Notices to the parties will be sent to their respective addresses appearing on the face of this Purchase Order.

28. Publicity. Supplier shall not use Matdan's name or marks, refer to or identify Matdan in any advertising or publicity releases or promotional or marketing correspondence to third parties without Matdan's prior written approval.

29. Waiver. The failure of either party to enforce at any time any of the provisions of this Purchase Order will not be construed to be a continuing waiver of any provisions hereunder, nor will any such failure prejudice the right of such party to take any action in the future to enforce any provisions hereunder.

30. Severability. If any provision of this Purchase Order is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision will be severed from this Purchase Order; the remaining provisions will remain in full force and effect; and a similar legal, valid and enforceable provision will be substituted in lieu of the severed provision.