1. ACCEPTANCE. These Terms and Conditions of Purchase and all documents referenced herein (collectively, the “Order”) is an offer by Marmon Aerospace & Defense, LLC (“Buyer”) to purchase the goods ("Goods") and/or services ("Services") and/or other items ("Other Items") described in Buyer’s purchase order from the person or entity to whom the purchase order is addressed ("Seller"). Acceptance is limited to the terms of the Order. The terms and conditions which govern the purchase of Deliverables by Buyer and supersede all prior and contemporaneous terms and conditions, oral or written, and all other communications between the parties suggesting additional or different terms. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any provision of the Order is hereby deemed material and objected to and rejected. No terms of any document or form submitted by Seller shall be effective to add to or modify the provisions contained in the Order. Unless otherwise stated herein, Seller’s acknowledgment of the Order, shipment of Goods or commencement of any Services shall constitute acceptance of the Order by Seller.

2. PRICES. The price of the Deliverables shall be fixed and contained in the Order and are otherwise fixed, firm and not subject to increase. Unless otherwise expressly agreed by Buyer in writing, the price includes all taxes (sales, use, excise, privilege, ad valorem, and other taxes, duties, tariffs and assessments now or hereafter imposed or levied) and charges for packing, hauling, storage and transportation to Buyer’s designated point of delivery. Any price reduction order to the Seller or prior to shipment to the Buyer. Buyer is not obligated to any minimum purchase or future purchase obligations under this Order. Forecasts, estimates and similar projections of Buyer are not purchase commitments. Buyer shall have no obligation to purchase any Goods or Services of the same or similar price or type or in any manner similar to those previously purchased by Buyer or Buyer’s authorized assignees or any of their representatives and/or assigns. Buyer shall have the right to reject or revoke any and all claims of infringement or misappropriation of any third party’s intellectual property rights; and (f) produced or provided in compliance with all applicable foreign, federal, provincial, state, and local laws and regulations as well as requirements and standards applicable to the Deliverables including without limitation REACH, RoHS and Prop. 65 (“Laws”); and (II) Seller shall (a) comply with all applicable Laws and Buyer’s prime contract (if any); and (b) refrain from engaging in any illegal, unethical, or deceptive practices. All warranties shall survive inspection, testing, delivery, acceptance, performance and failure to test, inspect or discover any defect or other nonconformance. These warranties shall be in addition to all other warranties, express, implied or statutory. NO ATTEMPT BY SELLER TO DISCLAIM, EXCLUDE, LIMIT, OR MODIFY ANY WARRANTIES OR SELLER’S LIABILITY FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SHALL BE OF ANY FORCE OR EFFECT.

3. PAYMENT TERMS. Seller shall issue an invoice to Buyer on or before the completion of delivery of Goods or Services. Unless otherwise agreed to by Buyer in writing, Buyer shall pay invoices on the fifteenth day after Buyer’s receipt of the invoice. If Buyer is unable to provide Buyer with adequate assurance of its ability to perform within five days after Buyer’s request therefore; or (vi) Buyer provides no less than seven (7) days notice of any change to the terms of the Order. No change to any Order is binding upon Buyer unless it is in a signed writing, and specifically states that it amends such Order. Buyer shall have the right at any time to make changes in drawings, specifications, quantities, materials, packaging, time and place of delivery, and method of transportation, and cancel an Order, in whole or in part, without liability. If any such changes result in an increase or decrease in the cost or the time required for performance, an equitable adjustment may be made by Buyer or Buyer may, at its option, terminate an Order if the Goods or Services do not substantially conform to the specification. Buyer may retain title to the Goods or Services upon delivery. Buyer may, at any time after Buyer’s receipt of the Goods or Services, return to Buyer, whereupon Buyer shall have the option to have such more favorable price, terms and/or conditions applied to this Order and Orders thereafter.

4. INSPECTION. All Deliverables are subject to inspection and testing by authorized representative(s) of Buyer and/or Buyer’s customers at all reasonable times and places, including during production. Buyer reserves the right to reject or revoke acceptance, in whole or in part, of Goods which fail to meet any requirement of the Order, notwithstanding inspection, testing, delivery, acceptance, performance and failure to test, inspect or discover any defect or other nonconformance. These warranties shall be in addition to all other warranties, express, implied or statutory. NO ATTEMPT BY SELLER TO DISCLAIM, EXCLUDE, LIMIT, OR MODIFY ANY WARRANTIES OR SELLER’S LIABILITY FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SHALL BE OF ANY FORCE OR EFFECT.

5. AUDIT. Buyer shall have the right to audit and inspect Seller and Seller’s suppliers records and facilities to determine Seller’s and its supplier’s compliance with the Order.

6. INTELLECTUAL PROPERTY. Seller represents and warrants that the manufacture, sale, performance and use of the Deliverables will not infringe any patent, copyright, trademark, trade secret, know-how, or other intellectual property or proprietary right (“IP Right”). If all or any portion of the Goods are held to constitute an infringement of any third party’s intellectual property right; and (f) produced or provided in compliance with all applicable foreign, federal, provincial, state, and local laws and regulations as well as requirements and standards applicable to the Deliverables including without limitation REACH, RoHS and Prop. 65 ("Laws"); and (II) Seller shall (a) comply with all applicable Laws and Buyer’s prime contract (if any); and (b) refrain from engaging in any illegal, unethical, or deceptive practices. All warranties shall survive inspection, testing, delivery, acceptance, performance and failure to test, inspect or discover any defect or other nonconformance. These warranties shall be in addition to all other warranties, express, implied or statutory. NO ATTEMPT BY SELLER TO DISCLAIM, EXCLUDE, LIMIT, OR MODIFY ANY WARRANTIES OR SELLER’S LIABILITY FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SHALL BE OF ANY FORCE OR EFFECT.

7. TERMINATION. Buyer may terminate any Order, in whole or in part, without liability to Buyer at any time, if (i) Seller breaches the Order or fails to deliver the Goods or to perform the Services by the specified time; (ii) a petition initiating a proceeding under any applicable Law relating to bankruptcy, insolvency, or reorganization is filed by or against Seller; (iii) Seller is insolvent or executes an assignment for the benefit of creditors; (iv) a receiver is appointed for Seller or any substantial part of its assets; (v) Buyer is insecures with respect to Seller’s ability to perform within five days after Buyer’s receipt of a written notice of the change from Buyer; or (vi) Buyer provides no less than seven (7) days’ written notice to Buyer. Buyer’s rights and remedies are cumulative, not exclusive and in addition to its rights and remedies at law, in equity or otherwise. No termination shall affect any accrued or obligations of either party as of the effective date of such termination. Upon receipt of notice of any termination, Seller shall, unless the notice directs otherwise, immediately discontinue all work.

8. PROPERTY. Title to and right of immediate possession of any property, including, without limitation, patterns, tools, jigs, dies, equipment and materials (“Buyer’s Property”) furnished or paid for by Buyer shall be responsible for maintaining adequate records and protection of Buyer’s Property and shall return Buyer’s Property to Buyer and its customers for all damages, costs and expenses with regard to the foregoing including, without limitation, attorneys’ fees and court costs.

9. FORCE MAJERE. Buyer shall not be liable for failure to take delivery of the Goods or to allow performance of the Services or to otherwise perform hereunder if such failure or inability is due to causes beyond Buyer’s control.

10. CHANGES. No change to any Order is binding upon Buyer unless it is in a signed writing, and specifically states that it amends such Order. Buyer shall have the right at any time to make changes in drawings, specifications, quantities, materials, packaging, time and place of delivery, and method of transportation, and cancel an Order, in whole or in part, without liability. If any such changes result in an increase or decrease in the cost or the time required for performance, an equitable adjustment may be made by Buyer or Buyer may, at its option, terminate an Order if the Goods or Services do not substantially conform to the specification. Buyer may retain title to the Goods or Services upon delivery. Buyer may, at any time after Buyer’s receipt of the Goods or Services, return to Buyer, whereupon Buyer shall have the option to have such more favorable price, terms and/or conditions applied to this Order and Orders thereafter.

11. RECALL. In event that Buyer determines, in Buyer’s sole discretion, that any defect, nonconformance or deficiency in any of the Goods requires a field campaign, recall, similar or other action (“Recall”) to repair, replace or remEDIATE any Goods or any of Buyer’s products in which Goods are incorporated, Seller shall be liable to Buyer and its customers for all damages, costs and expenses with regard to the foregoing including, without limitation, attorneys’ fees and court costs.

12. FORCE MAJERE. Buyer shall not be liable for failure to take delivery of the Goods or to allow performance of the Services or to otherwise perform hereunder if such failure or inability is due to causes beyond Buyer’s control.

13. TERMINATION. Buyer may terminate any Order, in whole or in part, without liability to Buyer at any time, if (i) Seller breaches the Order or fails to deliver the Goods or to perform the Services by the specified time; (ii) a petition initiating a proceeding under any applicable Law relating to bankruptcy, insolvency, or reorganization is filed by or against Seller; (iii) Seller is insolvent or executes an assignment for the benefit of creditors; (iv) a receiver is appointed for Seller or any substantial part of its assets; (v) Buyer is insecure with respect to Seller’s ability to perform within five days after Buyer’s receipt of a written notice of the change from Buyer; or (vi) Buyer provides no less than seven (7) days’ written notice to Seller. Buyer’s rights and remedies are cumulative, not exclusive and in addition to its rights and remedies at law, in equity or otherwise. No termination shall affect any accrued or obligations of either party as of the effective date of such termination. Upon receipt of notice of any termination, Seller shall, unless the notice directs otherwise, immediately discontinue all work.

14. PROPERTY. Title to and right of immediate possession of any property, including, without limitation, patterns, tools, jigs, dies, equipment and materials (“Buyer’s Property”) furnished or paid for by Buyer shall be responsible for maintaining adequate records and protection of Buyer’s Property and shall return Buyer’s Property to Buyer and its customers for all damages, costs and expenses with regard to the foregoing including, without limitation, attorneys’ fees and court costs.

15. AUDIT. Buyer and its designees shall have the right to audit and inspect Seller and Seller’s suppliers records and facilities to determine Seller’s and its supplier’s compliance with the Order.
16. **NOTICES.** All notices to Buyer be given in writing and will be effective upon personal delivery, on the third day after mailing if sent by certified mail, postage prepaid, return receipt requested, or two business days after deposit if sent by a nationally recognized courier service which maintains evidence of the time, place and receipt of delivery, and in each case if addressed as set forth in the Order (or such other addresses a party may designate in writing from time to time).

17. **INFORMATION.** All information, documents, specifications, suggestions, comments and data (“Information”) heretofore or hereafter furnished or disclosed by Buyer to Seller is and shall remain the confidential and proprietary information of Buyer and shall be maintained in strict confidence and only used for purposes of fulfilling an Order. Further, Seller shall not in any manner advertise or publish the fact that it has furnished Buyer, or contracted to furnish Buyer, any Deliverables without the prior written consent of Buyer. **BUYER MAKES NO WARRANTY WITH RESPECT TO INFORMATION. ANY IMPLIED WARRANTIES THAT MAY EXIST WITH RESPECT TO ANY INFORMATION PROVIDED BY BUYER, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.**

18. **INVOICES.** The parties agree that for any transactions, facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically and any document created pursuant to an Order may be maintained in electronic format; a copy of which shall be considered an original. Neither party shall raise any objection to the authenticity of any Order nor any document created thereto, based on the use of a facsimile signature, electronic order or the use of an electronic copy.

19. **MISCELLANEOUS.** All waivers by Buyer shall be in writing. No delay or omission in the exercise of any right, power, or remedy of Buyer hereunder shall impair such right, power, or remedy or be considered to be a waiver of any default or acquiescence therein. Seller shall not assign any Order or any monies due or to become due from Buyer without Buyer's prior written consent. The Order shall be construed in accordance with the laws of the state of Buyer’s principal place of business or the state of Buyer’s incorporation, without regard to any rules on conflicts of laws. In case any one or more provisions contained in an Order shall be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Provisions which by their nature should survive will remain in force after any termination or expiration. The section headings contained herein are not part of the Order and are included solely for the convenience of the parties. If any term or provision of the Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction. Provisions of the Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Order.

20. Marmon Aerospace & Defense requires products or services to be manufactured/supplied per the requirements of your registered/accredited quality management system, as applicable (e.g., ISO 9001, AS9100, ISO 17025).

21. Marmon Aerospace & Defense requires our suppliers to inform us of any nonconforming product and, as applicable, to obtain Marmon Aerospace & Defense approval prior to shipment.

22. We require you to inform Marmon Aerospace & Defense of any changes in product or manufacturing process and, as applicable, to obtain Marmon Aerospace & Defense approval prior to any such change.

23. Marmon Aerospace & Defense requires our suppliers to pass down any and all applicable requirements from this Purchase Order to your suppliers, including critical quality characteristics.


25. When applicable, seller shall provide Certificates of Conformance and Analysis and Test Data Results for materials supplied to Marmon Aerospace & Defense.

26. Marmon Aerospace & Defense requires our suppliers to provide Test Specimens, as applicable.

27. As applicable, Marmon Aerospace & Defense requires the retention of any Test Specimens, Test Data Results, and Certificates of Conformance and Analysis for a period not less than 7 years.

28. Marmon Aerospace & Defense requires your company’s compliance with all applicable Product Stewardship Initiatives, such as RoHS, REACH, and The Dodd-Frank restrictions on the use of Materials sourced from Prohibited Regions (Conflict-free). As applicable, we require you to provide evidence of your company’s Environmental Initiatives, and Certificates of Conformance with Regulations and Restrictions.

29. Marmon Aerospace & Defense requires that all of our suppliers conduct their business in compliance with all applicable laws governing trade, manufacturing, labor, environmental hazard controls, and all other known restrictions or initiatives enforced to ensure the ethical integrity of our supply chain.