

*Automation Managers, Inc.*  
**TERMS AND CONDITIONS OF PURCHASE**

**1. Definitions.** "Buyer" means *Automation Managers, Inc.* business entity listed as the "Purchaser" or "Buyer" on the applicable Order. "Seller" means the business entity to which this purchase order is addressed, including Seller's principal if Seller is acting as a broker or agent. "Order" means this purchase order, including all terms and conditions on the face and reverse side and all specifications, quality requirements and drawings referenced herein or issued hereunder. "Goods" means those parts, articles, materials, drawings, data, or other property or services that are the subject of this Order.

**2. Contract Formation.** If this Order is deemed to constitute acceptance of an offer, such acceptance is expressly conditioned on Seller's assent to the terms of this Order, and shipment of any part of the Goods or other commencement of performance will be deemed to constitute such assent. Any additional or different term in any offer or acknowledgement or any other form of communication by Seller are expressly rejected by Buyer and will not be deemed accepted by Buyer unless Buyer's acceptance thereof is in writing and specifically refers to each such additional or conflicting term.

**3. Invoicing; Payment.** A separate original invoice is required for each shipment under this Order. Buyer will pay for all undisputed amounts within 90 days after the later of the date of Buyer's receipt of the applicable invoice or the date that acceptable Goods are received by Buyer (but not earlier than the specified delivery date).

**4. Order Changes.** Buyer may at any time, by written notice to Seller, make changes in the drawings, specifications, quantities, delivery schedules and shipping instructions under this Order. If any such change increases or decreases the cost of performing or the time required for performance of this Order, an equitable adjustment in prices and/or schedules will be considered by Buyer, provided that any claim by Seller for such adjustment is presented in writing with supporting documentation to Buyer within 10 business days from the date of Buyer's notice to Seller. No changes whatsoever will be initiated by Seller without Buyer's written approval.

**5. Taxes.** Prices stated include all taxes directly applicable to the Goods on the date Buyer issued the applicable Order unless otherwise specified. Notwithstanding the foregoing, Buyer will only be liable for such federal, state and local taxes that Seller is required by law to collect from Buyer, and Buyer will not be responsible for any duties, tariffs, retaliatory duties or tariffs, or surtaxes directly or indirectly applicable to the Goods.

**6. Packing and Crating Goods for Delivery.** All Goods will be suitably prepared for shipment to secure the lowest transportation rates (unless a premium method is specified on the face hereof) and comply with all carrier regulations. No charges are allowed for packing, crating, freight express or cartage unless authorized by Buyer in writing.

**7. Routing, Risk of Loss, Excess Shipments and Delays.** (a) Time is of the essence in the performance of this Order by Seller, and Seller will take all necessary action, both normal and extraordinary, to ensure timely deliveries. (b) Buyer may select mode of transportation, routing and carrier for the Goods. Seller will be liable for excess transportation costs resulting from deviation from Buyer's instructions or promised delivery dates. (c) Title and risk of loss to Goods will pass to Buyer at Buyer's dock. (d) Buyer's weight and count are conclusive, and Buyer will have no liability for payment for Goods delivered in excess of the quantity ordered. Excess Goods may be returned to Seller at Seller's expense. (e) If, prior to time for delivery of the Goods, Seller has reason to believe it will be unable to meet its delivery schedule, Seller will immediately notify Buyer in writing, will indicate the cause of delay, and will use its best efforts to cure the anticipated delay. Upon receipt of notice of the anticipated delay or upon occurrence of an actual delay, Buyer may (i) direct expedited routing of Goods, with excess costs paid by Seller, or (ii) cancel the Order and purchase substitute Goods elsewhere, with resulting excess costs and expenses paid by Seller.

**8. Inspection of Goods; Rejection of Goods and Revocation of Acceptance.** Buyer will have the right but not the obligation to inspect the Goods before paying for or accepting them. Buyer's action in paying for or accepting any Goods will not constitute a waiver of any of Buyer's rights or remedies, including Buyer's right to revoke acceptance and return any part of the Goods, Buyer's right to make a claim for damages because of the failure of the Goods to conform to this Order, or Buyer's right to exercise any of its other remedies under Section 9 below.

**9. Quality; Warranties.** Seller warrants that all Goods delivered will strictly conform to the Order and all applicable specifications, quality documents and drawings, will be of good design, material, and workmanship, will be free of defects, will be merchantable and fit for their intended purpose, and will meet all applicable industrial and governmental standards. Seller further warrants that Seller will have title to, and the right to sell, such Goods at the time of delivery, and that all such Goods will be new (unless otherwise specified in this Order) at the time of delivery. Seller will also transfer to Buyer the warranties on goods and services incorporated into the Goods. All warranties will survive any inspections, delivery, acceptance or payment by Buyer, and will run to Buyer, its successors, assigns and customers, and all users of Goods. Seller will repair or replace, at Seller's expense (including transportation costs both ways), all defective or nonconforming Goods, and will pay for all other resulting damage, loss or claims arising out of defective or nonconforming Goods. Seller's warranties with respect to repaired or replaced Goods will be the same as the warranties given with respect to original Goods. No approval of Seller's designs, drawings, samples, test results, procedures, processes, schedules or other items by Buyer under this Order will in any way limit or diminish Seller's warranties hereunder.

**10. Indemnification.** Seller agrees to defend, indemnify and hold Buyer, including its officers, directors, employees, parent, subsidiaries, affiliates and agents (collectively, the "Indemnified Party"), harmless of and from any claim, loss, cost (including attorneys' fees), damage, penalty, settlement or judgment arising out of the Goods or work performed under this Order, or out of the presence of Seller's employees, agents or subcontractors on the Indemnified Party's premises. This duty to defend, indemnify and hold harmless extends to any legal claim, administrative penalty or other type of proceeding, whether based on contract, warranty, infringement, strict liability in tort, negligence, or other type of legal theory, and also extends not only to third-party claims, but also to any loss suffered directly by the Indemnified Party. Seller expressly waives its exclusive immunity as provided by any applicable workers compensation statutes as may be necessary to fulfill its obligations to defend or indemnify Buyer from a claim or suit alleging injury to any of Seller's employees. Buyer is entitled to control Seller's defense of Buyer hereunder.

**11. Insurance.** Seller will, before starting work or providing Goods under this Order, and upon each insurance renewal, furnish to Buyer an Accord certificate of insurance and all endorsements or other documents necessary to prove compliance with this paragraph. Seller will maintain insurance coverage in the following minimum amounts (or such higher minimum amounts as Buyer may, in its sole discretion, specify in writing): (a) Worker's Compensation - statutory limits for the state or states in which the work is to be performed; (b) Employer's Liability - \$1,000,000; (c) General Liability - \$2,000,000 per occurrence, providing coverage at least as broad as a standard Commercial General Liability ("CGL") ISO occurrence form with no additional endorsed exclusions and without any cross-suit exclusions applicable to claims asserted by an additional insured; and (d) Automobile Liability (including owned, hired and non-owned vehicles) - \$1,000,000, combined single limit per occurrence. The policies must waive the insurance company's right of subrogation against Buyer. Buyer must be named as an additional insured under each of these policies (with the exception of the Worker's Compensation policy) for both ongoing and completed operations and on a primary and non-contributory basis and will provide coverage to the additional insured up to the full limits of any policy limits available to Seller. The insurance coverage and obligations set

forth herein must be maintained by Seller at all times while it is performing work under this Order and for a period of six years after termination or fulfillment of this Order.

**12. Work on Site.** Where the Order requires Seller to undertake any work on Buyer's premises, Seller will ensure that its employees and subcontractors will comply with Buyer's work site conditions, copies of which are available on request.

**13. Tooling.** Buyer may at any time reimburse Seller for the cost of any tooling and fixturing used in the manufacture of the Goods hereunder, and upon such reimbursement, Buyer will become the owner and be entitled to immediate possession of such tooling and fixturing. Buyer will also be the owner of any tooling and fixturing included separately in the price paid by Buyer. Seller will, to the extent feasible, identify such tooling and fixturing as Buyer directs and will, when this Order has been completed, dispose of such tooling and fixturing only in accordance with Buyer's written instructions. Seller assumes complete liability for any Buyer-owned or Buyer-furnished tooling and fixturing, and Seller agrees to pay for all repair, maintenance and replacement of such tooling and fixturing.

**14. Buyer's Property; Confidentiality.** Buyer retains title and ownership of all information, materials and intellectual property furnished to Seller in connection with performance of this Order, and any derivations therefrom, and the same will be: (i) treated as Buyer's confidential information, segregated from Seller's property, and individually marked and identified as Buyer's property; (ii) used by Seller exclusively for the purpose of completing this Order; and (iii) returned to Buyer at Buyer's direction or upon completion, termination, or cancellation of this Order, along with all copies or reproductions, unless otherwise agreed in writing by Buyer.

**15. Intellectual Property Infringement.** Seller represents and warrants that the Goods, and any material, design or any other works or information provided by or on behalf of Seller, including the use thereof, do not infringe any third party's intellectual property rights, and that Seller will defend, indemnify and hold Buyer and Buyer's customers harmless from and against all claims and liabilities based on alleged or actual infringement thereof. In case of infringement, Buyer, at its option, may require Seller (i) to procure at Seller's expense the necessary rights, (ii) to modify or replace the Goods or parts thereof such that they no longer infringe, or (iii) to refund the purchase price, with interest, upon Buyer's return of the infringing Goods.

**16. Cancellation.** This Order may be cancelled by Buyer, in whole or in part, at any time and for any reason, and at Buyer's convenience, by oral notification followed by written confirmation to Seller. Seller will immediately cease performance under the Order upon receipt of notification of cancellation (unless otherwise specified by Buyer). Buyer agrees to consider reasonable reimbursement to Seller for finished Goods and work in process upon Seller's submission of supporting documentation within 30 days of cancellation. Any reimbursement to Seller must be mutually agreed upon. In no event will Buyer be responsible for any loss of profit or for payment for any work that is or may be rejected upon inspection or does not conform to Buyer's specifications or purchase order requirements.

**17. Gratuities, Bribes and Other Payments.** Seller warrants that neither it nor its employees, agents or representatives have offered or given any gratuities, gifts, bribes, kickbacks, entertainment or anything else of value to Buyer, its employees, agents or representatives to influence anyone for the purpose of securing this Order, or obtaining or retaining any business, or securing any favorable treatment with respect thereto.

**18. Compliance with Laws; U.S. Export Controls.** In performing work under this Order, Seller and its subcontractors will comply with all applicable federal, state and local laws, and the rules and regulations of any governmental authority. This includes strict compliance with all applicable export control laws and regulations of the United States and all applicable trade regulations under U.S., foreign or other relevant jurisdictions. Buyer reserves the right to cancel any Order without penalty or liability to Buyer in the event Seller's performance under this Order does not comply with such laws, rules and regulations. Seller will defend, indemnify and hold Buyer harmless for any non-compliance by Seller or its subcontractors.

**19. Mandatory Flow Downs; Government Contracts.** Seller and its subcontractors will comply with all mandatory flow-down clauses, whether pursuant to a U.S. government contract or otherwise, applicable to Buyer for Goods that are the subject of this Order. If this Order is a subcontract under a government contract, Seller agrees that all terms and conditions required by law thereto, including, by way of illustration and not limitation, the pertinent provisions of the Federal Acquisition Regulations and the Department of Defense Supplement, are incorporated herein and are deemed to be part hereof. The Parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**20. Assignment; Subcontracting.** Seller may not assign its rights or obligations under this Order, either voluntarily or by operation of law, without the prior written consent of Buyer. Seller may not subcontract any part of this Order without the prior written consent of Buyer. Any consent of Buyer will not relieve Seller of its contractual obligations under this Order.

**21. Applicable Law; Disputes; Arbitration.** The interpretation of this Order and the parties' rights and obligations hereto will be construed and governed by the laws enacted in California, excluding its choice of law rules and excluding the U.N. Convention on Contracts for the International Sale of Goods. Any dispute, claim or controversy arising out of or relating to this Order or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles County, California before (a) one arbitrator, if the amount in dispute is less than \$2 million; or (b) three arbitrators, if the amount in dispute is equal to or greater than \$2 million. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Both parties expressly agree to waive any and all rights to a trial by jury for any disputes arising out of or related to this Order.

**22. Cumulative Remedies; Set-Off Rights.** All of Buyer's rights and remedies under this Order or at law are cumulative and non-exclusive. Payment to Seller under this Order is subject to set-off or recoupment for any present or future claims that Buyer or its affiliates may have against Seller or its affiliates.

**23. Order of Precedence.** The parties' relationship will be governed by the following documents, which will be interpreted and prevail in the following order of precedence: (i) any long-term agreement (LTA) between the parties, (ii) this Order and Buyer's general terms and conditions contained herein, (iii) any design or specification documents, and (iv) Seller's standard terms and conditions of sale.

**24. Entire Agreement.** This Order (and any LTA, if applicable) constitutes the entire agreement between the parties with respect to the subject matter herein and therein, and supersedes all previous proposals (both oral and written), negotiations, representations, commitments, writings and any other communications

between the parties. No waiver, alteration, modification of or addition to this Order will be binding unless expressly agreed to in writing and signed by duly authorized representatives of Buyer and Seller. A waiver of any of the terms or conditions hereof will not be deemed a continuing waiver, but will apply solely to the instance to which the waiver is directed.

**25. Conflict Minerals.** Buyer is committed to compliance with the U.S. Securities and Exchange Commission's ("SEC") disclosure requirements with respect to "conflict minerals". The SEC's final rules define "conflict mineral" as tantalum, tin, tungsten and gold and their derivatives, as well as the metal ore from which any of these minerals is extracted. Seller commits to supply only those conflict minerals that are sourced either exclusively from recycled or scrap sources or RMAP approved smelters or originate outside of the Democratic Republic of the Congo and adjoining countries ("conflict free" minerals). Seller will provide immediate notification in writing of any of the minerals named above, items derived therefrom or products manufactured therewith that are not conflict free. Seller will also provide a certification on an annual basis regarding the source of any of these minerals, if requested by Buyer.

**26. Counterfeit Goods.**

a. Seller shall not furnish Counterfeit Goods to Buyer, defined as Goods or separately-identifiable items or components of Goods that:

- i) Are an unauthorized copy or substitute of an original equipment manufacturer or original component manufacturer (collectively, "OEM") item;
- ii) Are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture;
- iii) Do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design;
- iv) Have been reworked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM authentic or new; or
- v) Have not passed successfully all OEM required testing, verification, screening, and quality control processes.

Notwithstanding the foregoing, Goods or items that contain modifications, repairs, re-work, or re-marking as a result of Seller's or its subcontractor's design authority, material review procedures, quality control processes or parts management plans, and that have not been misrepresented or mismarked without legal right to do so, shall not be deemed Counterfeit Goods. Counterfeit Goods shall be deemed nonconforming to this Order.

b. Seller shall implement an appropriate strategy to ensure that Goods furnished to Buyer under this Order are not Counterfeit Goods. Seller's strategy shall include, but is not limited to, the direct procurement of items from OEMs or authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and, when items are to be procured from non-authorized suppliers, obtaining from such non-authorized suppliers appropriate certificates of conformance that provide one or more of the following:

- i) The OEM's original certificate of conformance for the item;
- ii) Sufficient records providing unbroken supply chain traceability to the OEM; or
- iii) Test and inspection records demonstrating the item's authenticity.

c. If Seller becomes aware or suspects that it has furnished Counterfeit Goods to Buyer under this Order, Seller promptly, but in no case later than thirty (30) days from discovery, shall notify Buyer and replace, at Seller's expense, such Counterfeit Goods with OEM or Buyer-approved Goods that conform to the requirements of this Order. Seller shall be liable for all costs related to the replacement of Counterfeit Goods and any testing or validation necessitated by the installation of authentic Goods after Counterfeit Goods have been replaced.

d. Seller bears responsibility for procuring authentic Goods or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this Section.

**27. Environmental Policy.** Buyer is committed to managing its operations in a manner that is environmentally responsible, and that protects the current and future environmental interests of the community within which it operates, as described in Buyer's environmental, health & safety policies and procedures. Towards that end the Seller warrants that Seller will:

- a) Maintain compliance with all federal, state and local environmental laws and regulations;
- b) Seek to eliminate and/or reduce environmental pollution that may be attributed to the Seller's operation, and
- c) Convey the requirements of this Section to its subcontractors.

**28. Independent Contractor Status.** The relationship of Seller to Buyer shall be that of an independent contractor, and nothing herein contained shall be construed as creating any employer/employee, agency, partnership, or other relationship of any kind. Seller's employees, subcontractors, agents or representatives involved in the performance of an Order shall at all times be under Seller's direction and control. Seller shall pay all wages, salaries, and other amounts due such persons in connection with the Order, and shall be responsible for all reports and obligations for such persons, including, but not limited to, Social Security and income tax withholdings, unemployment compensation, worker's compensation premiums, and equal employment opportunity reporting.

**29. Industry Specifications and Standards.** For all military, federal, and industry specifications and standards, Seller shall comply with the revision in effect at the time the Order is issued. Buyer reserves the right to request a different revision and in such instance the requested revision will be specified on the Order.

**30. Materials.** If Buyer furnishes any material for fabrication under this Order, then:

- a) Seller will not substitute any other material in such fabrication without Buyer's written consent;
- b) Buyer's title to such materials shall not be affected by incorporation or attachment to any other property;
- c) Seller will maintain strict accountability to ensure positive individual lot integrity of finished product; and
- d) all such material (except that which becomes normal industrial waste or is replaced at Seller's expense) will be returned in the form of product or unused material to Buyer.

Inaccuracies, out of tolerance conditions or inadequacies in quality of materials accepted by Seller will not excuse performance in strict accordance with the applicable specifications, quality documents and drawings. Any industrial waste/scrap from Buyer-furnished material will be owned by Buyer and, if requested by Buyer, collected and segregated by Seller for pick-up by Buyer. Any industrial waste/scrap from Buyer-furnished material in excess of the allowance specified by Buyer will result in Seller being debited for the cost of the excess materials plus appropriate labor and overhead burdens.

**31. Publicity.** Seller and its subcontractors will not release any publicity, advertisement, news release, denial or confirmation, regarding the Order, the program to which it pertains, or the Good(s) provided without Buyer's written approval.

**32. Quality Control.** Seller shall establish and maintain a quality control system acceptable to Buyer for the Goods purchased under this Order. Seller shall permit Buyer to review procedures, practices, processes and related documents to determine such acceptability.

**33. Retention of Records.** Unless a longer period is specified in this Order or by law or regulation, Seller shall retain all records related to this Order for ten (10) years from the date of final payment received by Seller. Records related to this Order include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. Quality records pertaining to nonconformance will be retained and available at all reasonable

times for the life of a relevant aircraft program. At no additional cost, Seller shall timely provide access to such records to the US Government, regulatory authorities and/or Buyer upon request. At the expiration of such periods, Seller will notify Buyer of its intent to destroy such records. Buyer will either approve of the destruction or request delivery of such records. In the event Buyer chooses delivery of the records, Seller will promptly deliver such records to Buyer at no additional cost in media agreed to by both parties.

**34. Right of Entry.** During the performance of this Order, Seller will ensure right of entry for inspection, surveillance or any other purpose deemed necessary by Buyer and will provide all reasonable facilities to Buyer; Buyer customers; departments, agencies or instrumentalities of the United States Government; and to the FAA or other aviation authorities, upon written approval by Buyer, to inspect and evaluate Seller's and Seller's subcontractor's or supplier's facilities, systems, data, equipment, personnel and any articles that will be incorporated into the Goods.

**35. Severability.** If any term contained within the Order or any other component of the Order is deemed to be invalid, illegal, or incapable of being enforced by applicable law or public policy, all other terms of the Order will remain in full force and effect. Upon any such determination, the parties will negotiate in good faith to modify the remaining terms so as to implement the original intent of the parties.

**36. Suspension of Work.** Buyer's Procurement Representative may, by written order, suspend all or part of the work to be performed under this Order for a period not to exceed one hundred eighty (180) days without charge to Buyer. Within such period of any suspension of work, Buyer shall:

- a) Cancel the suspension of work order;
- b) Terminate the Order for convenience;
- c) Terminate the Order for default if grounds for default exist; or
- d) Extend the stop work period.

Seller shall resume work whenever a suspension is canceled. Buyer and Seller shall negotiate an equitable adjustment in the price or schedule or both if:

- a) The Order is not canceled or terminated;
- b) The suspension results in a change in Seller's cost of performance or ability to meet the delivery schedule; and
- c) Seller submits a claim for adjustment within twenty (20) days after the suspension is canceled.

**37. Toxic or Hazardous Material or Substances.**

- a) Seller warrants that, if the Order involves delivery of any hazardous material, the packaging and shipment of such material will be made in accordance with all applicable laws, and Seller shall submit a copy of a current Safety Data Sheet (SDS) to Buyer's Safety Manager prior to delivery of any hazardous material.
- b) Seller will provide any product-related information requested by Buyer to ensure Buyer's compliance with the U.S. Toxic Substances Control Act (TSCA). For each item within a shipment imported into the United States under the Order covered by the TSCA, Seller will provide to Buyer a SDS that complies with the Occupational Safety & Health Administration's then current Hazard Communication Standard, 29 CFR 1910.1200(g), as may be amended. If the SDS does not include a complete list of the chemical substances intentionally present within the imported item, Seller will provide such a list to Buyer, including the name and applicable Chemical Abstract Service Registry Number for each chemical substance.
- c) Seller further represents and warrants that the Goods and any substances contained therein or utilized in the production thereof are not prohibited or restricted by, and will be supplied and utilized in compliance with, all applicable environmental Laws, including but not limited to European Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (hereinafter "REACH"), and that nothing prevents the import, sale, or transport of the Goods or substances in Goods in any country or jurisdiction in the world and that all such Goods and substances are appropriately labeled, if labeling is required, and have been pre-registered and/or registered and/or notified and/or authorized under REACH, if pre-registration, registration, notification, and/or authorization is required. Seller shall bear all costs, charges and expenses related to pre-registration, registration, evaluation and authorization under REACH of the Goods and substances in Goods that are the subject of the Order.

Seller shall, at Seller's expense, timely provide Buyer with all relevant information, on the Goods and any substances contained therein or utilized in the production thereof, as Buyer determines to be necessary for Buyer and/or Buyer's customers to timely and accurately fulfill their obligations under REACH and other applicable Laws