

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **WARRANTIES:** In addition to Seller's standard warranties, Seller warrants to Buyer and its customers that all items delivered, and all services rendered hereunder will conform with the requirements hereof and will be free from defects. In addition to other remedies which may be available to Buyer, Buyer may, at its option, return any non-conforming or defective items to seller or require correction or replacement at the location of the item at the time the defect is discovered, all at Seller's risks and expense. If Buyer does not require correction or replacement of nonconforming or defective items, Seller shall repay to Buyer such portion of the contract price or pay to buyer such additional amount as equitable under the circumstances. Acceptance of items by Buyer shall not relieve Seller of its responsibility hereunder.
2. **CHANGES.** By written order, Buyer may from time to time, order work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, method of shipment and packaging, and property and services furnished by Buyer. If such changes cause an increase or decrease in the prices or in the time required for performance, Seller shall promptly notify buyer thereof and assert its claim for adjustment within 30 days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse Seller from proceeding with the purchase order as changed. Whether made pursuant to this clause or by mutual agreement, changes, approvals, and/or instructions shall not be binding upon buyer except with confirmed in writing by Buyer.
3. **PATENT INDEMNITY.** In lieu of any other warranty by Buyer or Seller against infringement, statutory or otherwise, it is agreed that Seller shall defend at its expense any suit against Buyer or its customers based on a claim that any item furnished under this purchase order or the normal use or sale thereof infringes any U.S. Letters patent, and shall pay costs and damages finally awarded in any such suit, provided that Seller is notified in writing for the suit and given authority, information, and assistance at Seller's expense for the defense of same. If the use or sale of said item is enjoined, resulting of such suit, Seller, at no expense to Buyer, shall obtain for Buyer and its customer the right to use and sell said item, or shall substitute an equivalent item acceptable to Buyer and extend this patent indemnity thereto. Buyer's customer shall become a third-party beneficiary to these indemnification rights of Buyer.
4. **DOCUMENT MARKING AND USE.** Seller agrees that, except as may otherwise be agreed in writing, or as authorized by Government regulations when incorporated herein, any documents, such as prints or any printed or written material containing instructions, data or information furnished to Buyer in connection with this order shall be free from confidential, proprietary, or restrictive use marking, other than statutory patent, copyright, or other U.S. Government security notices. Buyer, its agents or assigns, may duplicate, or use such documents in connection with further manufacture, use, or disposition of the material furnished under this order, and may remove, obliterate, or ignore any marking on such documents not authorized by this clause.
5. **PROPRIETARY INFORMATION, DUPLICATION, AND DISCLOSURE.** Seller agrees that proprietary information disclosed by Buyer to Seller for the purpose of this purchase order and identified as proprietary shall be held in confidence and used only in performance of this purchase order, provided, however, that when the U.S. Government has an independent right to use such information, Seller may use such information for the U.S. Government to the extent of such right. If Seller desires to employ Buyer's proprietary information for use other than those specifically allowed hereunder, Buyer agrees to negotiate with Seller in an effort to formulate a mutually satisfactory licensing agreement. No item furnished under this purchase order, including but not limited to, tooling, manufacturing plans, design, or specifications, or any item specifically designed for or by Buyer shall be duplicated or furnished to others without the prior written consent of Buyer, provided, however, that if the U.S. Government has the independent right to use such tools, plans, designs, and specifications, Seller may use them to produce such articles for DIRECT sale to the U.S. Government. Seller agrees that it will not, without prior written approval of Buyer, publicize this purchase order or any of Seller's performance hereunder, disclose any details in connection with said performance of third parties, or use Buyer's name in connection with Seller's publicity without prior written approval from Buyer.
6. **ASSIGNMENTS AND SUBCONTRACTING.** Neither this purchase order nor any interest herein nor claim hereunder may be assigned by Seller either voluntarily or by operation of law, nor may all or substantially all of this purchase order be further subcontracted by Seller without the prior written consent of buyer. No such consent shall be deemed to relieve Seller of its obligations to comply fully with the requirement hereof.
7. **GENERAL TIME OF ESSENCE.** This purchase order and the attachments and documents incorporated herein constitute the complete and exclusive agreement between Buyer and Seller and supersede all prior presentations, understanding, and communications. Buyer's failure to insist, in any one or more instances, upon the performance of any term or terms of this purchase order shall not be construed as a waiver or relinquishment of Buyer's right to such performance or to future performance of such a term or terms and Seller's obligation in respect thereto shall continue in full force and effect. Time shall be of the essence hereunder, but Seller shall perform work and make deliveries, hereunder no earlier than required by, or only to the minimum extent consistent with, delivery schedules and other requirements.
8. **PACKING AND SHIPPING**
 - a) All material shall be suitable packed, marked, and shipped in accordance with the requirements of common carriers, in a manner to secure lowest transportation costs, and no additional charge shall be made to Buyer therefore, unless otherwise stated herein.
 - b) No charge shall be made by Seller for drayage or storage unless otherwise stated herein. No charge will be allowed for boxing, packing or crating unless agreed upon in writing.
 - c) Packing slips must accompany each shipment. Purchase order number shall be placed on packing slip. Certificate of compliance in duplicate must accompany each shipment.
 - d) Original bill of lading or other shipment receipt for each shipment shall be promptly forwarded by Seller in accordance with instruction issued by Buyer.
 - e) Seller agrees to describe material on bill of lading or other shipping receipt and to route shipment in accordance with instructions issued by Buyer.
 - f) All freight shipments must be shipped as directed on face of this order.
9. **PRICES.** Seller warrants that any unit prices charged herein do not exceed the unit prices charged by Seller to the U.S. Government or other customers in substantially similar transactions.
10. **SPECIAL PROVISION FOR THE U.S. GOVERNMENT WORK.** If this order involves U.S. Government work (see note on the face of this order) the following provision shall apply:
 - (a) In the manufacture of items to be supplied hereunder Seller shall use jigs, fixtures, and/or other devices or appliances in all processes where such use in conductive to interchangeability for uniformity of the product, of such character as will reduce the need for selective assembly and wherever Buyer determines that such devices or appliances are incorrect, worn, damaged, or defective to such an extent as to adversely affect basic interchangeability of the item manufactured, Seller shall not thereafter use the same in its incorrect, worn, damaged, or defective form.
 - (b) Seller shall promptly report to Buyer each accident or incident which results in damage or injury with significant implications involving an aircraft, missile, space vehicle, or major component thereof.
 - (c) If the items purchased hereby are certified for national defense use by DMS Reg. 1, then Seller shall follow the provision of DMS Reg. 1 and all other applicable regulations and order of BDSA in obtaining controlled materials and other products and material needed to fill order.
 - (d) Seller will deliver a copy of this purchase order to any authorized U.S. Government representative upon request.
11. **INSOLVENCY.** Buyer may cancel the contract in the event of any of the following, insolvency of Seller, filing of a voluntary petition in bankruptcy by Seller, filing of an involuntary bankruptcy petition against Seller, appointment of a receiver or trustee for Seller, execution by Seller of any assignment for the benefit of creditors.
12. **FAIR LABOR STANDARDS ACT.** Seller agrees to comply with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of all regulations and orders of the Secretary, of the United States Department of Labor, issued under Section 14 thereof. All invoiced must carry the following certificate in order to be passed for payment: "Seller hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as Amended, and of regulations and orders of the Secretary, of the United States Department of Labor, issued under Section 14 thereof."
13. **INSPECTION.** All material and workmanship entering into the performance of this order may be inspected and tested at all times and placed, either before, during, or after manufacture by inspectors designated by Buyer, Buyer's customers' inspectors, or by Government inspectors. Such inspection does not relieve Seller of obligation to meet specifications authorized or imposed by the Buyer. Buyer shall have the right to reject any items not in conformity with requirements of the order or require that corrections be made. If Buyer rejects goods or if Seller, when requested to make changes, fails to do so, Buyer may terminate this order or replace the goods, and in either case charge Seller with the cost or damages occasioned thereby. Buyer reserves the right to withhold payment until receipt and acceptance of goods, provided, however, that acceptance or rejection shall be made in a reasonable time after receipt of goods. Seller will furnish reasonable facilities and assistance for testing on its premises at its own expense. During performances of this order Seller's quality control, inspection system, or manufacturing process are subject to review, verification, and analysis by Government representative if certified test data be required by the terms on the case of this order. Government inspection or release of product prior to shipment is not required unless Seller is otherwise notified.
14. **VARIATION IN QUANTITY.** Variations in quantity are not allowed unless specifically approved in writing by Buyer pursuant to the clause of this order entitles "Changes" (No. 2 above).
15. **DISPUTES.** Disputes shall be subject to the laws of the State of Missouri. Should Seller wish to protest a unilateral decision of the buyer's customer, Buyer will present said claim at Seller's expense if buyer has such right in the prime contract or order which this purchase order is issued pursuant to. Seller's rights shall not extend beyond Buyer's rights as set forth in the prime contract clause entitled "Disputes" and under no circumstances shall Seller have the right to submit a claim directly to Buyer's customer.
16. **EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROVISION.** The provision of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and 38 USC 4212. Vietnam Era Veterans Re-adjustment Act of 1974, as amended and hereby incorporated by reference.

Supplier Quality Assurance Requirements

The information contained herein is applicable to the Purchase Order Requirements and as such shall form part of the Terms and Conditions. Acceptance of Purchase Order shall obligate supplier to the following minimum Quality System Requirements.

Note 1 Supplier shall maintain a Quality System, compliant with the basic intent of ISO9001 and AS9100 requirements.

Note 2 Supplier shall provide a Certificate of Conformance (C of C) and/or a Certificate of Analysis (C of A) as noted on Purchase Order. If not stated for whatever reason, a C of C is required as a minimum.

Certificate of Conformance – is a certificate and/or statement on supplier's documentation that certifies that the Material, Assembly and/or Processes utilized Conform and are in accordance with Mid-America Purchase Order Requirements.

Certifications (C of C's) shall contain the following as a minimum.

- A. MAPP Technologies Purchase Order Number.
- B. Quantity
- C. Description of Goods and/or Part Name in this Shipment.
- D. Perishable Material labels and CoC/CoA shall provide MM/DD/YYYY of expiry.
- E. Identification of the Drawing and/or Part Number ordered as stated on the Purchase Order.
- F. Identify S/N's and/or Lot Numbers if applicable.
- G. List Specifications and/or Processes performed.
- H. Name of Supplier.
- I. Signature of Responsible Company and/or Quality System Representative.

Certificate of Analysis – and/or Material Test Report is the Chemical and/or Physical test reports on the material(s) used or supplied in complying with Purchase Order Requirements. These reports and/or analysis shall be furnished and accompany the shipment. Test reports / analysis must show the material specification, actual chemical analysis and physical properties of the material.

Note 3 Supplier shall, when required, provide right of access to MAPP, MAPP's customer representatives and/or regulatory agencies to all facilities involved in the production of product and to pertinent and applicable records.

Note 4 Supplier shall not disposition non-conforming material without review and/or approval from MAPP.

Note 5 Supplier shall flow down all requirements of this document to their sub tier suppliers.

Note 6 Supplier shall retain records pertaining to this order for a minimum of 10 years.

Note 7 Changes to material or processes shall not be made without approval from MAPP.

Note 8 If applicable, a record of NDT qualified personnel shall be maintained by the supplier.

Note 9 The recording of false, fictitious, or fraudulent statements on any document may be punished as a felony under Federal Statutes including Federal Law, Title 1B, Chapter 47

Note 10 Supplier shall have a FOD control system as appropriate to their product / process.

Note 11 Supplier shall have a counterfeit control system as appropriate to their product/process.

Note 12 Additional Requirements as listed on Purchase Order.

Note 13 MAPP Technologies, L.L.C. Supplier Terms and Conditions can be accessed electronically via the following link:

<http://mapp-technologies.com/wp-content/themes/mapp-mini/docs/Supplier-Terms-&-QC-Requirements.pdf>

The mission of MAPP Technologies, L.L.C.

MAPP is a quality-oriented, customer-focused organization.

By partnering with our customers to solve their most pressing problems through exceptional manufacturing and special processing capability. We contribute to a world in which people feel protected, safe, and secure.

Aerospace Supplier Quality Assurance Requirements

The information contained herein is applicable to the Purchase Order Requirements and as such shall form part of the Terms and Conditions. Acceptance of Purchase Order shall obligate supplier to the following minimum Quality System Requirements.

- Note 1** Supplier shall maintain, as applicable, a Quality System that is certified to ISO9001 and/or AS9100 requirements.
- Note 2** Supplier shall provide a Certificate of Conformance (C of C) and/or a Certificate of Analysis (C of A) as noted on Purchase Order. If not stated for whatever reason, a C of C is required as a minimum.

Certificate of Conformance – is a certificate and/or statement on supplier's documentation that certifies that the Material, Assembly and/or Processes utilized Conform and are in accordance with MAPP Purchase Order Requirements.

Certifications (C of C's) shall contain the following as a minimum.

- A. MAPP Technologies Purchase Order Number.
- B. Quantity
- C. Description of Goods and/or Part Name in this Shipment.
- D. Perishable Material labels and CoC/CoA shall provide MM/DD/YYYY of expiry.
- E. Identification of the Drawing and/or Part Number ordered as stated on the Purchase Order.
- F. Identify S/N's and/or Lot Numbers if applicable.
- G. List Specifications and/or Processes performed.
- H. Name of Supplier.
- I. Signature of Responsible Company and/or Quality System Representative.

Certificate of Analysis – and/or Material Test Report is the Chemical and/or Physical test reports on the material(s) used or supplied in complying with Purchase Order Requirements. These reports and/or analysis shall be furnished and accompany the shipment. Test reports / analysis must show the material specification, actual chemical analysis, and physical properties of the material.

- Note 3** Supplier shall, when required, provide right of access to MAPP, MAPP's customer representatives and/or regulatory agencies to all facilities involved in the production of product and to pertinent and applicable records.
- Note 4** Supplier shall not disposition non-conforming material without review and/or approval from MAPP and MAPP's customer. MAPP shall be notified within 24 hours of NCM occurrence.
- Note 5** Supplier shall flow down all requirements of this document to their sub tier suppliers. A record of approved critical sub tiers shall be available.
- Note 6** Supplier shall retain records pertaining to this order for a minimum of 10 years unless otherwise directed.
- Note 7** Changes to material or processes shall not be made without approval from MAPP and MAPP's customers.
- Note 8** If applicable, a record of NDT qualified personnel shall be maintained by the supplier.
- Note 9** The recording of false, fictitious, or fraudulent statements on any document may be punished as a felony under Federal Statutes including Federal Law, Title 18, Chapter 47
- Note 10** Supplier shall have a FOD control system in compliance with AS9146 requirements.
- Note 11** Supplier shall have a counterfeit control system in compliance with AS6174 requirements.
- Note 12** Supplier shall flow down to sub-tier's, as applicable, REACH requirements.
- Note 13** Additional Requirements as listed on Purchase Order
- Note 14** The items to be supplied pursuant to this purchase order include defense articles classified under USML Category VIII (h)(1) and technical data classified under USML Category VIII(i) that are being exported pursuant 22 CFR 126.5(b). Upon return of the hardware to the United States, the import documentation should reflect that the items were temporarily exported in accordance with 22 CFR 126.5 (b).
- Note 15** **DESTINATION CONTROL STATEMENT:** These items are controlled by the U.S government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate

consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Note 16 SUPPLIER CERTIFICATION: Supplier certifies that the technical data and defense services being exported will be used only for an activity identified in Supplement No. 1 to Part 126 of the International Traffic in Arms Regulations and in accordance with 22 CFR §126.5. Supplier also certifies the following: 1) The defense articles being produced must be delivered directly to an ITAR-registered manufacturer in the United States Federal Government; Canadian-registered person authorized in writing to manufacture defense articles by and for the government of Canada; a Canadian Federal, Provincial, or Territorial Government. 2) Technical data must not be provided to any other contractor or subcontractor who is not a Canadian-registered person.

Note 17 DFARS: MATERIAL MUST CONFORM TO DFAR CLAUSE 252.225-7009, REQUIREMENTS FOR DOMESTIC SPECIALTY METALS (ALT 1). THIS CLAUSE RESTRICTS THE COUNTRY OF ORIGIN FOR CERTAIN SPECIALTY METALS. A COPY OF THE DFAR CLAUSE 252.225-7009 WILL BE PROVIDED UPON REQUEST.

Note 18 Material with a stated expiration date shall have, at a minimum, 75% of the manufacturers documented shelf life remaining upon receipt by MAPP.

Note 19 MAPP Technologies, L.L.C. Supplier Terms and Conditions can be accessed electronically via the following link: <http://mapp-technologies.com/wp-content/themes/mapp-mini/docs/Supplier-Terms-&-QC-Requirements.pdf>

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MAPP is a quality-oriented, customer-focused organization.

By partnering with our customers to solve their most pressing problems through exceptional manufacturing and special processing capability. We contribute to a world in which people feel protected, safe, and secure.