

Crissair Inc. Purchase Order Terms and Conditions

- 1. Applicability.** The following Terms and Conditions shall apply to purchases of all articles, materials, work, or services (“Supplies”) by Crissair, Inc. (“Buyer”) from the party identified on the face of this Purchase Order (this “Order”) (“Supplier”). Buyer and Supplier may be referred to collectively as the “Parties” and as “Party” individually.
- 2. Acceptance of Order.** This Order together with any specifications, drawings, and descriptions appearing on and/or referred to on the face hereof becomes the exclusive agreement between the Parties subject to the terms and conditions herein. Any of the following shall constitute Supplier’s acceptance of this Order: (a) acknowledgment of this Order, (b) furnishing of any Supplies under this Order, (c) acceptance of any payment under this Order, or (d) commencement of performance under this Order. Additional or differing terms or conditions proposed by Supplier or included in Supplier’s acknowledgment hereof are hereby rejected and shall not be considered a part of this Order or be binding upon Buyer.
- 3. Packing and Shipment.** Unless otherwise specified, all packing and packaging shall comply with good commercial practice and applicable carriers’ tariffs. The price includes all charges for packing and packaging. The packaging, labeling, and shipping of all HAZARDOUS SUBSTANCES, including DANGEROUS MATERIALS, must conform to all applicable international, federal, state, and local laws and regulations. In addition to the application of proper shipping labels on the outside container, each container of a hazardous substance shall be labeled in accordance with Title 8, California Code of Regulations, Article 110, Section 5194, with the identity of the hazardous substance(s), appropriate hazard warnings, and the name and address of the manufacturer, importer, or other responsible party. Unless otherwise specified on the face of this Order, Terms are DAP Buyer’s facility, 28909 Avenue Williams, Valencia, CA 91355.
- 4. Quality Control and Inspection; Rejection; and Acceptance.** Supplier shall provide and maintain a quality control system which complies with Crissair’s supplier quality requirements as set forth in SQR 9000, quality notifications sent by Crissair and ensure compliance with any additional quality control requirements, or specifications set forth on the face of this order and acceptable to Buyer. Test reports and/or certifications shall be retained by Seller for a period of TEN (10) years. During performance of this Order, Supplier’s quality control, inspection and testing system and manufacturing processes are subject to review, verification, and analysis by Buyer and, if a government prime contract number or other Government designation appears on the face of this order, by an authorized Government representative(s). All Supplies ordered may be subject to (a) inspection, verification, or testing during the period of manufacture; (b) inspection or verification prior to shipment; and (c) final inspection at destination notwithstanding any prior inspection. Such inspection and verification rights shall extend to the Government, if a Government prime contract number or other Government designation appears on the face of this order. If any inspection or test is made on the premises of Supplier or its lower-tier suppliers, Supplier shall, without additional charge to Buyer, provide and shall require its lower-tier suppliers to provide all reasonable facilities and assistance for the safety and convenience of Buyer and Government inspectors in the performance of their duties. Upon any such inspection (provided, in the case of a final inspection upon delivery, that such inspection occurs no later than fourteen (14) days from delivery), Buyer may reject Supplies that do not conform to applicable specifications, drawings, samples or descriptions or that are defective in material, workmanship, or design. Supplies not rejected within fourteen (14) days from delivery shall be deemed Accepted. Supplier shall not re-tender rejected Supplies reworked to specification or replaced to Buyer unless Buyer has consented to such retender. Supplier shall notify Buyer of past rejections of all retendered Supplies. Neither inspection nor testing by Buyer; nor Buyer’s decision not to inspect or test; nor Acceptance or deemed Acceptance shall relieve Buyer from its obligations (i) to provide Supplies in accordance with applicable specification, drawings, samples and descriptions and (ii) honor its warranty obligations under section 6 hereof.
- 5. Delivery, Advance Manufacturing, and Procurement. Time is of the Essence.** Delivery according to schedule is a material condition of this Order. Supplier shall not, without Buyer’s prior written consent, deliver more than three working days in advance of the schedule stated on the face of the Order. Acceptance of late deliveries by Buyer does not relieve Supplier of any liability it may have with respect to such late deliveries. Buyer may return or store at Supplier’s expense any item delivered in advance of the required delivery date specified. If at any time it appears to Supplier that any delivery schedule cannot be met, Supplier shall notify Buyer as soon as possible as to the cause or causes thereof, action being taken to remove such cause or causes, when on-schedule status will be achieved and at Supplier’s expense, shall take reasonable action necessary, with or without request of Buyer, to meet such schedules as set forth herein or to recover to the maximum extent possible any delay in meeting such schedules. In the event Supplier fails to make scheduled deliveries, Buyer may procure comparable Supplies elsewhere and Supplier shall, in addition to paying to Supplier any other damages

Crissair Inc. Purchase Order Terms and Conditions

sustained by Buyer by reason of such failure, reimburse Buyer for any additional costs incurred in procuring comparable Supplies.

Unless otherwise agreed, (apart from castings to which industry standards shall apply) delivered quantities must conform to the Order.

6. **Warranty.** For a period of thirty-nine (39) months from Acceptance, Supplier warrants that all Supplies furnished pursuant to this Order will be free from defects in material and workmanship, conform to applicable specifications, drawings, samples, and descriptions, or other requirements of this Order, and unless of Buyer's sole design and built to the designated specifications of Buyer, be free from design defects. If there is a breach of warranty, and without limiting any other rights Buyer may have, Buyer, at its option, may require Supplier (a) to repair or replace at Supplier's expense any Supplies or items thereof, which fail to meet the requirements of applicable design, specifications, and drawings; or (b) to refund the price of any such item.

Supplier agrees that, in addition to the remedies for breach of warranty set forth above, with respect to Supplies purchased from Supplier by Buyer or by Buyer's customer and which do not conform to the above warranty, Supplier shall reimburse Buyer for labor and material cost, including overhead and general and administrative expense reasonably incurred by Buyer in connection with: (a) the removal and replacement of such Supplies or components thereof from an assembly or subassembly; or (b) any removal of said Supplies at Supplier's request; or (c) the removal of said Supplies required to incorporate any previously authorized changes to said Supplies which Supplier has failed to incorporate in order to maintain a delivery schedule. Inspections and tests by Buyer, the Buyer's customer or the Government do not relieve Supplier of responsibility for defects or other failures to meet the requirements of this Order.

The rights and remedies of Buyer provided in this Section are in addition to and do not limit any other rights afforded Buyer by any other Section herein or otherwise. All warranties shall run to Buyer and its customers.

7. **Changes.** Buyer may at any time make changes within the general scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) method of shipping or packing; (c) place of inspection, acceptance, or place of delivery; (d) time of delivery; and (e) quantities. Should any such change increase or decrease the cost of, or the time required for, performance of this Order, an equitable adjustment may be requested by Supplier or Buyer in the price, delivery schedule or both. No request by Supplier for such adjustment will be valid unless submitted to Buyer within twenty (20) days from date of Buyer's notification of Supplier of such change. The request for adjustment should include Supplier's entire claim. Any claim for the cost of redundant material or work in process shall be required to be on the forms and in the detail prescribed by Buyer. SUPPLIER AGREES THAT ITS FAILURE TO SUBMIT SUCH CLAIM OR CLAIMS WITHIN THE TWENTY (20) DAY PERIOD REFERRED TO ABOVE SHALL CONSTITUTE A WAIVER THEREOF. Any clarification, direction, approval, or assistance as may be provided by Buyer's program, engineering or technical personnel concerning the work to be performed or the Supplies to be furnished pursuant to this Order shall not constitute nor be construed as a change to this Order. Only the person designated by the Buyer on the face of this Order is authorized to make such changes. Nothing contained in this Section shall relieve Supplier from proceeding without delay in the performance of this Order as changed.
8. **Responsibility for Property.** Supplier shall be liable for any loss, destruction of, or damage to property of the Buyer, the Buyer's customer, or the Government in Supplier's possession. The supplier shall be responsible for returning any such property in as good condition as when received except for reasonable wear and tear. Upon request of Buyer, such property will be delivered to Buyer. No such property or any part thereof shall be or become a fixture or lose its identity as personal property by reason of affixation to any realty. Buyer, and the Government, if a Government prime contract number appears on the face of this order shall have the right to enter Supplier's premises at all reasonable times to inspect its property and Supplier's records with respect thereto. Supplier shall comply with the provisions of Subpart 45.5 "Management of Government Property in the Possession of Contractors," of the FAR and Appendix H. of the DFAR, "Military Standard Requisitioning and Issue Procedure," when required. Should any such property be transferred to a third party by Supplier in order to procure Supplies for Supplier's use in the performance of this Order, Supplier shall insert the substance of this Section in its order for procurement of such Supplies.

Crissair Inc. Purchase Order Terms and Conditions

- 9. Use of Buyer's Intellectual Property.** Supplier shall not reproduce, use or disclose any data, designs or other information belonging to or supplied by or on behalf of Buyer ("Buyer's Intellectual Property"), or developed as a result of the performance of this Order, except as necessary in the performance of orders for Buyer. Buyer's Intellectual Property and any copies thereof shall be returned to Buyer upon completion or earlier termination of this Order. No license is granted under any patents owned by the Buyer except for the purpose of Supplier making and selling Supplies to Buyer pursuant to this Order. Where Buyer's Intellectual Property is furnished to Supplier's suppliers for procurement of Supplies for use in the performance of Buyer's orders, Supplier shall insert the substance of this provision in its orders.

Supplier agrees that all title to and all other rights and legal interests (including copyright) in all data, analyses, graphs, reports, physical property, or other subject matter prepared, procured, or produced in the performance of this Order or based upon Buyer's Intellectual Property shall vest in Buyer. Supplier further agrees to execute an assignment in a form satisfactory to Buyer giving it all title, rights and legal interests to any such data and the copyright therein and all property produced, procured, or prepared. All such materials shall be delivered to Buyer promptly upon expiration or termination of this Agreement. Supplier agrees to have agreements with its employees and agents adequate to be able to convey by such assignment and the assignment referenced below all title, rights and legal interests required by this Section 9.

Supplier further agrees to disclose promptly and in writing to Buyer all inventions, improvements, or discoveries (whether or not patentable) which Supplier conceives or reduces to practice during the period of performance of this Order or which is based upon Buyer's Intellectual Property. Supplier hereby assigns to Buyer all of Supplier's title, rights and legal interests in and to such inventions, improvements, or discoveries. Supplier further agrees to execute and deliver to Buyer all documents and perform all lawful acts which Buyer deems necessary for the preparation, prosecution, issuance, procurement, defense and maintenance of patent applications and patents of the United States or foreign countries covering said inventions, improvements or discoveries and to execute all documents, including assignments in a form satisfactory to Buyer, which shall be requested or necessary to vest all title, rights and legal interests in Buyer in said inventions, improvements, discoveries, patent applications, and patents.

- 10. Assignment.** Neither this Order nor any duty or right under it shall be subcontracted, moved to a different facility (whether under the Supplier's management), delegated, or assigned by Supplier without the prior written consent of Buyer.

- 11. Termination for Default.** Buyer may terminate this Order, in whole or in part, without liability, upon providing written notice of termination to Seller. Such notice may be given (a) if Supplier fails to make deliveries at the time or in the quantities specified, (b) in the event of any material breach hereof by Supplier not cured within ten (10) of the date of the notice of termination, (c) in the event of the institution of any proceedings in bankruptcy or insolvency by or against Supplier, or any parent, subsidiary or affiliate of Supplier, or (d) in the event of the appointment of a receiver or trustee for Supplier or any parent, subsidiary or affiliate of Supplier or any assignment for the benefit of creditors by Supplier or any parent, subsidiary or affiliate of Supplier. In the event of a Termination for Default, Buyer may, in addition to any other rights provided in this Order or by law, require Seller to transfer title and deliver to Buyer the following: (y) any completed Supplies; and (z) such partially completed Supplies and materials, parts, tools, dies, fixtures, plans, drawings, information, and contract rights (herein "manufacturing materials") as Seller has specifically produced or acquired for the performance of this Order. Seller shall also, upon direction of Buyer, protect and preserve property in the possession of Seller in which Buyer has an interest. Payment for completed Supplies shall be at the price set forth on the Order. Payment for manufacturing materials delivered to and accepted by Buyer and for the cost of protection and preservation of property shall be in an amount not to exceed Seller's cost thereof. Additionally, in the event of a Termination for Default, Buyer may withhold such sums otherwise due Seller as Buyer determines necessary to protect Buyer from loss. The rights of Buyer provided in this Section 11 shall not be exclusive and are in addition to any other rights and remedies provided by law or this Order. No such termination shall relieve Seller of any obligations or liabilities under this Order.

- 12. Termination for Convenience.** The buyer may terminate this Order, in whole or in part, at any time for its convenience by written notice. Supplier shall immediately comply with Buyer's instructions and, to the extent specified therein, stop work and the placement of subcontracts hereunder; terminate work under subcontracts outstanding hereunder; take any reasonable action to mitigate any damages incurred because of such termination; and take any action necessary to protect Buyer's property in Supplier's possession. Within thirty (30) days of receipt of such notice, Supplier shall advise Buyer of the actions taken to comply with Buyer's instructions and shall also notify Buyer of Supplier's intent to file a termination

Crissair Inc. Purchase Order Terms and Conditions

claim. In the event Buyer terminates and Supplier submits a termination claim, Buyer shall pay to Supplier the following: (a) amounts due for Supplies delivered and accepted or services completed in accordance herewith and not theretofore paid for prior to the effective date of termination; and (b) actual work in process costs incurred by Supplier if properly allocable under generally accepted accounting principles to the terminated portion of this Order, including liabilities to subcontractors which are so allocable, excluding any and all costs of supplies which either can be diverted to other orders of Supplier or retained by Supplier for its own use for future orders and exclusive of any costs attributable to Supplier's supplies paid or to be paid for under (a) above. The total settlement shall not exceed the Order price. Such termination claim shall be submitted within sixty (60) days after the effective date of the termination in such form as may be specified by the Buyer. The buyer shall not be required to make any determination on any late claim. SUPPLIER AGREES THAT ITS FAILURE TO SUBMIT SUCH CLAIM OR CLAIMS WITHIN THE SIXTY-DAY TIME PERIOD SET FORTH ABOVE SHALL CONSTITUTE A WAIVER THEREOF. Any termination by Buyer for any reason shall be without prejudice to any claims for damages or other rights of Buyer against Supplier.

- 13. Indemnification.** In the event Supplier, its officers, employees, agents, suppliers or subcontractors at any tier enter premises occupied by or under the control of Buyer or third parties in the performance of this Order, Supplier shall defend, indemnify and hold harmless, the Buyer, its officers, employees and agents from any claim, suit, loss, cost, damage, expense (including attorney fees), or liability by reason of property damage or personal injury (including death) to any person, including Supplier's employees, of whatsoever nature or kind arising out of, as a result of, or in connection with such performance occasioned in whole or in part by the actions or omissions of Supplier, its officers, employees, agents, suppliers or subcontractors at any tier. Without in any way limiting the foregoing undertakings, Supplier and its suppliers and subcontractors at any tier shall maintain public liability and property damage insurance in reasonable limits covering the obligations set forth herein and shall maintain proper Workers' Compensation Insurance or an approved self-insurance program covering all employees performing this Order.

Supplier further agrees to indemnify and hold harmless Buyer, its officers, employees, agents, suppliers or subcontractors from and against any claim, suit, loss, cost, damage, expense (including attorney fees), or liability by reason of property damage or personal injury (including death) to any person, firm or corporation, of whatsoever nature or kind arising out of the manufacture, sale, or subsequent use of the Supplies purchased under this Order.

- 14. Patent Indemnity, Trademarks, Trade secrets and Copyrights.** Unless of Buyer's design, Supplier guarantees that the sale and use of Supplies and the use of any processes or methods related to the Supplies will not infringe any United States or foreign patents, trademarks, trade secrets, copyrights or other property rights ("Intellectual Property Rights"). Supplier shall defend, indemnify and hold Buyer and its customers harmless from any loss, cost, damage, expense (including attorney's fees), or liability which may be incurred on account of infringement or alleged infringement of any Intellectual Property Rights with respect to such Supplies and defend, at its own expense, any action or claim in which such infringement is alleged. Should Buyer be prevented from using the Supplies because of their infringement of Intellectual Property Rights, Seller shall procure for Buyer the right to continue use of such Supplies or replace or modify the same with equivalent non-infringing Supplies that meet the specifications of the Supplies it is replacing.
- 15. Equal Opportunity.** The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246 as amended and the implementing rules and regulations in Title 41, Code of Federal Regulations, Part 60, are incorporated herein by reference unless this order is exempted by rules, regulations or orders the Secretary of Labor issued pursuant to Section 204 of E.O. 11246 or provisions of any superseding E.O. As used in said clause, "Contractor" means Supplier. Supplier agrees to provide Buyer with an executed Equal Employment Opportunity Certificate indicating Supplier's compliance or exempt status on an annual basis when requested by Buyer. It is incorporated herein by reference and shall be valid until the next annual request by Buyer.
- 16. Gratuities, Gifts and Kickbacks.** If Buyer has reasonable cause to believe that gratuities (in the form of entertainment, gifts or otherwise) or kickbacks were offered or given by Supplier, or any agent or representative of Supplier, to any officer, employee or representative of Buyer with a view toward securing this order or securing favorable treatment with respect to the award or amendment of this order or the making of any determination with respect to the performance of this order, Seller shall be deemed to be in material breach of this Order.

Crissair Inc. Purchase Order Terms and Conditions

- 17. Labor Disputes.** Whenever any actual or potential labor dispute delays, or threatens to delay, the timely performance of this order, Supplier shall immediately give notice thereof to Buyer. Supplier shall insert the substance of this provision in its orders issued hereunder.
- 18. Compliance with Law.** In the performance of this Order, the Supplier agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto. Supplier further agrees to indemnify Buyer against any loss, cost, damage, or liability by reason of Supplier's violation of this Section.
- 19. Remedies.** The rights and remedies of Buyer provided herein shall be cumulative and in addition to any other rights and remedies provided by law or equity.
- 20. Waiver.** The failure of Buyer in any one or more instances to insist on performance of any provision of this Order shall not be construed to be a waiver of such provision in any subsequent instance.
- 21. Nondisclosure of Information.** Supplier shall not, without prior written consent of Buyer, disclose any information relative to this Order.
- 22. Tooling, Material and Special Test Equipment.** (a) Title and the right to immediate possession of all tooling, material, and special test equipment furnished by Buyer to Supplier or ordered by Buyer from Supplier shall remain in or vest in the Buyer, unless it is identified as property of the Buyer's customer or the Government, whereby it shall remain property of the Buyer's customer or the Government as applicable. The Buyer neither warrants nor represents the quality or suitability of such tooling, material, or special test equipment for their intended use. (b) Subject to the provisions of paragraph (a) above, if this Order is for tooling, such tooling shall become the property of the Buyer, Buyer's customer or the Government, as applicable, upon acceptance thereof by the Buyer. (c) Final invoices shall be submitted for tooling after acceptance by Buyer of sample or production parts for which the tooling was ordered. Payment by Buyer of final invoices for tooling will be made following receipt of documentation (i) showing Buyer's part number and tool number and/or other identifying data Buyer may require and the unit price of each tool for which payment is sought; and (ii) bearing Supplier's certification that each tool listed is completed and satisfactory for use for which it is intended. (d) Tooling, material, and special test equipment shall be maintained in good condition and must be permanently identified showing (i) the Government prime contract number (if one is indicated on this order); (ii) the Buyer's name; (iii) the part number; and (iv) the tool number. (e) Unless otherwise authorized by the Buyer, all tooling, material, and special test equipment ordered or furnished by Buyer (unless it is Government property) shall be used in support of Buyer's orders only. Tooling, material, and special test equipment shall be promptly disposed of at any time as Buyer may direct, with no additional cost to Buyer. Such tooling, material, and special test equipment shall not be co-mingled with property belonging to Supplier or others, except as such material that may be incorporated into or attached to Supplies consumed or expended in the performance of this order. (f) Supplier shall maintain inventory control of all such tooling, material, and special test equipment and furnish inventories and reports as required by Buyer. (g) Supplier shall include the substance of this Article and Article 8 in its orders to procure Supplies for use in the performance of this order.
- 23. Payment.** Payment terms are described on the face of this Order. The original and other copies of invoices shall be mailed at or after the time of shipment. The time for payment of Supplier's invoices shall commence upon the date of actual receipt of invoices in complete accordance with the requirements of this Order or the date of acceptance of goods, whichever is later.
- 24. Governing Law.** A. The validity, interpretation, and performance of this Order shall be governed by and construed in accordance with the laws of the state of California, excluding its conflicts of laws rules, and in accordance with applicable federal laws and regulations. In the event any part of this Order is determined for any reason to be unenforceable, such determination shall have no effect on any other part hereof. B. If a United States Government prime contract number or other Government designation appears on the face of this Order, the provisions hereof shall be governed by and construed in accordance with the law of United States Government Contracts as set forth by statute and applicable regulations and decisions by the appropriate courts and Boards of Contract Appeals. To the extent that the law referred to in the foregoing sentence is not determinative of an issue, recourse then shall be first to the laws of the State of California and then to the Uniform Commercial Code.

Crissair Inc. Purchase Order Terms and Conditions

- 25. Jurisdiction and Venue.** Where federal jurisdiction exists over any action, suit, or proceeding for equitable relief arising out of or in any way connected with this Agreement or to enforce the arbitration decision, the parties designate the United States District Court for the Central District of California, Los Angeles Division, for the exclusive resolution of the dispute and submit to the jurisdiction of that court. Where federal jurisdiction does not exist over that action, suit, or proceeding, the parties designate the Los Angeles County Superior Court, California, for the exclusive resolution of the dispute and submit it to the jurisdiction of that court. Nothing in this Section is intended to limit in any way a party's right to appeal all or any part of a decision or ruling or judgment of any court.
- 26. Miscellaneous.** This Order constitutes the full understanding of the parties. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the terms or conditions of this Order shall be binding unless hereafter made in writing and signed by the parties.
- 27. Severability.** If any provision of this Order is determined to be ineffective or invalid, all other provisions of this Order shall remain effective and valid provided the purpose of the remaining valid and effective provisions is not frustrated.
- 28. Consequential Damages.** If Buyer incurs charges for late delivery to its customer because of Supplier's late delivery to Buyer, upon demand, Supplier will reimburse Buyer for such charges.
- 29. Government Contracts.** If a Government contract number appears on the face of the Order, or the face of the Order indicates it is subject to the Federal Acquisition Regulation ("FAR") or the department of defense Federal Acquisition Regulation Supplement ("DFARS"), then, in such cases, the FAR and DFARS clauses listed herein, as in effect on the date of this Order and as may hereafter be amended, are incorporated herein by reference. Further, Supplier agrees to obtain and use the proper issue of all documents referred to herein and required for performance hereunder. As used in the applicable FAR and DFARS clauses, "Government" and "Contracting Officer" shall mean Buyer (Crissair Inc.) where applicable, "Contractor" shall mean Supplier, "Contract" shall mean this Order unless the context of the clause requires otherwise, and "subcontract" means this Order.
- 30. Market Pricing.** The buyer reserves the right to evaluate current market pricing throughout the term of this agreement. If it is determined that Buyer can purchase supplies meeting the requirements of this Order and in comparable quantity from another source at a lesser price, Supplier will be given the opportunity to meet the market price. The seller's failure to meet the market price may result in a Termination for Convenience.
- 31. Regulatory Compliance – Export Controls.** Supplier understands and agrees that the information disclosed, made available or provided herein is private, confidential, and proprietary, and may also be controlled technical data or technology under the Export Administration Regulations ("EAR") or International Traffic in Arms Regulations ("ITAR"), Office of Foreign Assets Control ("OFAC"), or subject to other laws or regulations. Supplier agrees and covenants that it will not release, show, make available, disclose or deliver in any form or fashion all or any part of this information to any person who is not a U.S. Citizen, a lawful permanent resident of the United States (i.e., valid "Green Card" holder – a Visa is irrelevant for this purpose), or who has received Political Asylum in the United States without first having determined whether it is lawful to do so under U.S. laws including the EAR, ITAR, and OFAC. Further, Supplier will not release, show, make available, disclose or deliver in any form or fashion all or any part of this information to any non-U.S. Person without having first obtained any necessary license or approval that may be required from the U.S. Department of Commerce, Department of State, Department of Treasury, or other agency, department, or office. Supplier agrees that if a license or other approval is necessary it will promptly advise Buyer in writing of its determination and confirm that it has not released any controlled technical data or technology and that it is seeking a license or other approval.
- 32. Part Changes / Aftermarket Sales.** Supplier understands that on Supplies purchased from Supplier, where Buyer holds source-controlled drawing design rights, no changes shall be made by Supplier to Buyer's drawings or specifications without prior written approval from Buyer. Supplier further agrees not to sell such Supplies to anyone other than Buyer or to disclose to any other person the specifications or drawing information relating to the Supplies without the advanced written approval of Buyer. Such limitations survive termination or completion of any purchase orders/contracts for the items from Buyer.
- 33. Force Majeure.** Neither party (the "Affected Party") shall be liable to the other for failure or delay in performance of a required obligation by the Affected Party if such failure or delay is due to any cause beyond the Affected Party's reasonable control. Such causes shall be limited to events commonly deemed to be a Force Majeure, such as fires, floods,

Crissair Inc. Purchase Order Terms and Conditions

earthquakes, elements of nature or acts of God, strikes and boycotts (except those affecting only Supplier's workers), war or civil unrest or governmental actions, or other causes beyond the reasonable control of the Affected Party (each a "**Force Majeure Event**"). Delays in sourcing of Supply components and subcontractor breaches or failures to perform shall not be considered Force Majeure Events except to the extent such delays, breaches or failures are caused by Force Majeure Events. Within twenty-four (24) hours of the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party of the nature and extent of the occurrence and the anticipated period of delay in performance. In such case, performance of the Affected Party shall be suspended to the extent made necessary by a Force Majeure Event, and the time for performance shall be extended by a period equal to the time of delay. The Affected Party shall use all commercially reasonable efforts to minimize the extent of the delay.

Neither party shall be liable to the other for failure or delay in performance of a required obligation if such failure or delay is caused by an act or omission of the other or parties under the control of the other party.

34. Cybersecurity Compliance

The Vendor shall comply with all applicable requirements of the Defense Federal Acquisition Regulation Supplement (DFARS) 252.204-7012, "Safeguarding Covered Defense Information and Cyber Incident Reporting." The Vendor is obligated to provide adequate security for all covered defense information that is processed, stored, or transmitted on the Vendor's information systems. The Vendor must report cyber incidents that affect a covered contractor information system or the covered defense information residing therein, or that affect the Vendor's ability to perform requirements designated as operationally critical support. The Vendor shall also flow down this requirement to all subcontractors to ensure full compliance throughout the supply chain.

35. Data Breach Notification

In the event of a data breach or unauthorized access or disclosure of any data under the Vendor's control, including but not limited to Covered Defense Information as defined in DFARS 252.204-7012, the Vendor shall promptly notify the Purchaser within ****72 hours**** of discovery of the breach. The notification must include the nature of the breach, the categories and approximate number of individuals and records affected, and any measures taken to address the security incident. The Vendor is also required to cooperate with any investigations, provide timely updates as more information becomes available, and take necessary steps to mitigate any harmful effects of the breach. This clause is to ensure prompt and transparent communication in the event of a security incident and to facilitate a swift response to protect all affected parties.

Crissair Inc. Purchase Order Terms and Conditions

FAR CLAUSES

- 15.001 Definitions (Price Negotiations)
- 31.001 Definitions (Cost Principles)
- 52.202-1 Definitions
- 52.203-3 Gratuities
- 52.203-5 Covenant Against Contingent Fees
- 52.203-6 Restrictions on Subcontract Sales to the Government
- 52.203-7 Anti-Kickback Procedures
- 52.204-2 Security Requirements
- 52.204-10 Federal Acquisition Regulation; FAR Case 2008-039, Reporting Executive Compensation and First-Tier Subcontract Awards
- 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.
- 52.211-15 Defense Priorities and Allocation Requirements
- 52.214-26 Audit and Records – Sealed Bidding
- 52.215-1 Instructions to Offerors – Competitive Acquisition
- 52.215-2 Audit and Records – Negotiation
- 52.215-10 Price Reduction for Defective Cost or Pricing Data
- 52.215-11 Price Reduction for Defective Cost or Pricing Data – Modification
- 52.215-12 Subcontractor Cost or Pricing Data
- 52.215-13 Subcontractor Cost or Pricing Data – Modification
- 52.215-14 Integrity Of Unit Prices
- 52.215-19 Notification of Ownership Changes
- 52.215-20 Requirements for Cost or Pricing Data
- 52.215-21 Requirements for Cost or Pricing Data – Modification
- 52.219-8 Utilization of Small Business Concerns
- 52.219-9 Small Business Subcontracting Plan
- 52.219-16 Liquidated Damages – Subcontracting Plan
- 52.222-1 Notice to the Government of Labor Disputes
- 52.222-4 Contract Work Hours and Safety Standards Act
- 52.222-20 Walsh-Healey Public Contracts Act (Applicable to Purchase Orders over \$10,000)
- 52.222-21 Prohibition of Segregated Facilities (Applicable to Purchase Orders over \$10,000)
- 52.222-22 Previous Contracts and Compliance Reports (Applicable to Purchase Orders over \$10,000)
- 52.222-24 Pre-Award on-Site Equal Opportunity Compliance Review (Applicable over \$10,000)
- 52.222-25 Affirmative Action Compliance (Applicable to Purchase Orders over \$10,000)
- 52.222-26 Equal Opportunity (Applicable to Purchase Orders Over \$10,000)
- 52.222-35 Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Applicable to Purchase Orders over \$10,000)
- 52.222-36 Affirmative Action for Workers with Disabilities (Applicable to Orders over \$10,000)
- 52.222-37 Employment Reports on Disable Veterans and Veterans of the Vietnam Era (Applicable to Purchase Orders over \$10,000)
- 52.222-2 Hazardous Material Identification and Material Safety Data
- 52.223-6 Drug Free Workplace
- 52.223-7 Notice of Radioactive Materials
- 52.223-11 Ozone Depleting Substances
- 52.224-2 Privacy Act
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.225-14 Translation between English Version and Translation of Contract
- 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises
- 52.226-2 Historically Black College or University and Minority Institution Representation
- 52.227-1 Authorization and Consent
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Applicable on Purchase Orders over \$100,000)

Crissair Inc. Purchase Order Terms and Conditions

52-227-3	Patent Indemnity
52.227-6/9	Royalty Information
52.227-10	Filing of Patent Applications
52.227-11	Patent Rights – Retention by the Contractor (short form)
52.227-12	Patent Rights - Retention by the Contractor (long form)
52.227-13	Patent Rights – Acquisition by the Government
52.227-14	Rights in Data – General
52.227-15	Rights in Data – SBIR Program 52.228-3
52.228-7	Insurance – Liability to Third Persons
52.229-3	Federal, State, and Local Taxes (Applicable to Purchase Orders over \$100,000)
52.230-1	thru –5 Cost Accounting Standards
52.232-11	Extras
52.236-13	Accident Prevention
52.242-13	Bankruptcy (Applicable to Purchase Orders over \$100,000)
52.242-14	Stop Work Order
52.244-2	Subcontracts
52.244-5	Competition in Subcontracting (Applicable to Purchase Orders over \$100,000)
52.245-2	Government Property
52-245-17	Special Tooling
52-245-18	Special Test Equipment
52-246-1	Contractor Inspection Requirements
52-246-2	Inspection of Supplies
52.246-4	Inspection of Services
52.245-23	Limitation of Liability (Applicable to Purchase Orders over \$100,000)
52.247-34	F.O.B. Destination
52.248-1	Value Engineering (Applicable to Purchase Orders over \$100,000)
52.252-2	Clauses Incorporated by Reference

DOD FAR Supplement

252.201-7000	Contracting Officer’s Representative
252.201-7001	Prohibitions on Persons Convicted of Fraud or Other Defense Contracts Related Felonies (Applicable to Purchase Orders over \$100,000)
252.204-7000	Disclosure of Information
252.215-7002	Cost Estimating Requirements
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan
252.223-7001	Hazard Warning Labels
252.223-7004	Drug-Free Work Force
252.225-7000	Buy American Act
252.225-7014	Preference for Domestic Specialty Metals, Alt 1
252.225-7025	Restriction on Acquisition of Forgings
252.227-7013	Rights in Technical Data
252.227-7015	Technical Data – Commercial Items
252.227-7016	Rights in Bid or Proposal Information
252.227-7018	Rights in Noncommercial Technical Data and Computer Software SBIR Program
252.227-7034	Patents – Subcontracts
252.227-7037	Validation of Restrictive Marking on Technical Data
252.231-7000	Supplemental Cost Principles