



BMT AEROSPACE USA, Inc.

18559 Malyn Blvd.
Fraser, Michigan, 43026

GENERAL PURCHASING TERMS AND CONDITIONS

Issue date: _____

Revised:

01 July 2024

1. **DEFINITIONS:** The term "Buyer" shall mean BMT Aerospace USA, Inc. The entity to which the purchase order ("Purchase Order") is directed and issued is identified on the reverse side of this Purchase Order and shall be termed the "Supplier." The term "Goods" shall apply to the purchase of any products, equipment, or raw material offered or provided by the supplier ("Supplier") and the term "Services" shall apply to any Services performed by the Supplier, as applicable.

2. **HEADINGS:** All headings and numbering in the Purchase Order are for convenience of reference only and shall in no way be used in the interpretation of any of the provisions in the Purchase Order.

3. **ACCEPTANCE:** The Purchase Order shall become a binding agreement of Supplier and Buyer upon Supplier's acceptance, either expressly by giving notice of acceptance or implicitly if not rejected within fourteen (14) days of receipt of the Purchase Order, or by Supplier's commencement of work as to the Goods or Services which are the subject of the Purchase Order under the terms and conditions herein. This Purchase Order is only subject to the terms contained herein, plus any documents or specifications expressly incorporated by reference herein. Buyer objects to any terms proposed by Supplier in accepting this Purchase Order which are additional to or different from those contained in this Purchase Order. By issuing this Purchase Order, Buyer does not accept any of the terms contained in any quotation, proposal or order confirmation furnished by Supplier unless specifically agreed to in writing by an authorized representative of the Buyer.

BMTA reserves the right to revoke a Purchase Order prior to acceptance by Supplier without further consequence. Supplier's acceptance of this Purchase Order also constitutes acceptance of all specifications, drawings or other descriptions of the work provided by Buyer ("Contract Documents"). In the event of any ambiguities, express conflicts or discrepancies in the specifications, drawings or other Contract Documents (as hereinafter defined) which are a part of this Purchase Order, Supplier shall immediately submit the matter to Buyer for its determination and shall comply with the determination of Buyer in such matter.

4. CHANGES AND MODIFICATIONS:

4.1 No modification by Supplier to the prices or any other detail of Buyer's Purchase Order, specifications, drawings, etc. or other Contract Documents are permitted without the prior approval of Buyer's authorized representative in writing.

4.2 Buyer reserves the right to make changes in materials, drawings, specifications, time and place of delivery, method of transportation, or scope of services. To be enforceable, all changes must be by written change order, signed by an authorized representative of Buyer.

4.3 All claims by Supplier for any change or adjustment must be asserted within ten (10) days from the date the change is ordered by Buyer. Supplier shall not suspend performance of the Purchase Order while Buyer and Supplier are in the process of making changes and any related adjustments, and, upon direction in writing by Buyer, Supplier shall comply with and perform such changes in accordance with the terms of the Purchase Order during such time.

5. SHIPPING; DELIVERY; RISK OF LOSS; TITLE:

5.1 Supplier will comply with Buyer's "ship to" and "bill to" instructions as shown in this Purchase Order. Supplier will route its shipments in accordance with the instructions of the Buyer or its shipping agent. Unless otherwise set forth in writing in the Purchase Order, delivery terms will be for domestic US Purchase Orders: FOB Buyer's Fraser Plant; and for International Purchase Orders, FCA Buyer's Fraser Plant [INCOTERMS 2020].

5.2 Supplier understands that Buyer has delivery requirements in its contracts, and in turn, relies on Suppliers timely performance of this Purchase Order and that time is of the essence in Suppliers performance.

5.3 Packaging. All deliveries must strictly adhere to Buyer's packing and marking requirements as may be set out under the Purchase Order. Unless otherwise specified in the Purchase Order, the Supplier will use

packaging sufficient to sustain without damages arising out of normal air and motor freight transportation to the point of delivery. Subject to subpart 5.1 above: FOB Fraser Plant for domestic orders, or DDP, Fraser Plant INCOTERMS 2020, for International orders), the Supplier will reimburse Buyer for and/or replace any damaged Products (or parts) if Supplier's packaging fails to protect the Product.

5.4 Supplier warrants full and unrestricted title to Buyer, and/or Buyer's Customer(s) where appropriate of any and all Goods and Services furnished by Supplier under the Purchase Order that such Goods and are free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances.

5.5 Unless a specific requirement of this Purchase Order provides for earlier passage of title, title and risk of loss of all Goods and equipment shall pass to Buyer in accordance with the Shipping Terms stated in Section 5.1 above (e.g., Title will pass to Buyer when delivered to its Fraser Plant).

5.6 If Buyer makes progress payments to Supplier under the Purchase Order, title to the Goods ordered hereunder shall pass to Buyer at the time that Supplier identifies the Goods to the Purchase Order. If the Supplier makes progress payments, then Title will transfer to the buyer upon the fulfillment of specific milestones or payments as outlined in the terms and conditions of the Agreement, Purchase Order, or Statement of Work (SOW). Supplier shall clearly identify the Goods as property of Buyer by visible marking or tagging, and Buyer shall have the right, at Buyer's option, to inspect and verify that said Goods have been identified as Buyer's property. Care, custody, and control of such Goods remains with Supplier until such time as Buyer takes actual physical possession of the Goods.

6. PRICES AND PAYMENT: The prices shown in this Purchase Order shall be in U.S. Dollars, unless otherwise specified in the Purchase Order, and unless otherwise expressly stated in the Purchase Order, all prices are firm and exclude all sales or use taxes and duties of any kind which either party is required to pay with respect to the sale of Goods or Services covered by the Purchase Order. Buyer will pay Supplier per the terms set out in the Agreement or Purchase Order, upon submission of proper invoices, together with any releases and/or waivers, at the prices stipulated for Goods delivered and accepted by Buyer. It is agreed that Buyer's receipt of the Products is a condition precedent to Buyer's obligation to pay Supplier. Unless otherwise agreed to by the Parties in a separate agreement or Purchase Order, payment terms are net sixty (60) days from receipt of the Invoice and any necessary documentation, subject to any limitations as provided elsewhere in the Purchase Order. All prices quoted by Supplier shall include all federal, state, and local taxes, including gross receipt taxes, which are the normal obligation of an employer. Payment of any Invoice does not constitute acceptance of the Products or Services.

7. RIGHT TO INSPECT:

7.1 Buyer and its authorized representatives, including Buyer's Customers, shall have the right, but not the obligation, to review any designs, drawings or specifications prepared by Supplier under this Purchase Order and inspect Goods to be furnished at all reasonable times and places before, during, and/or after delivery. Buyer is relying on Supplier's skills and knowledge, and Buyer's making of or failure to make an inspection, examination or test of, or payment for, or Buyer's acceptance of Goods, shall in no way relieve Supplier from its obligation to conform to all of the requirements of the Purchase Order and shall in no way impair Buyer's right to reject or revoke acceptance of nonconforming Goods, or to avail itself of any other remedies to which Buyer may be entitled, notwithstanding Buyer's knowledge of the nonconformity, its substantiality or the ease of its discovery.

7.2 Nothing contained herein shall relieve Supplier from its obligation to perform full and adequate testing and inspection of the Goods. Supplier shall be responsible for the performance of all activities affecting quality and schedule, including those of its Subcontractors (hereinafter defined) or its suppliers.

7.3 Buyer Review: The review or approval by Buyer of any drawings, designs or other materials generated or supplied by Supplier does not relieve Supplier of its contractual obligations hereunder.

Buyer reserves the right to review Supplier's quality assurance and quality control procedures.

8. BUYER'S PROPERTY: Supplier agrees, at its expense, to maintain all (a) tangible and intangible property in its possession (e.g., tooling, moulds, equipment, or Buyer supplied Goods) which belongs to Buyer in good condition and repair and adequately insured, and to indemnify Buyer for all damage or loss to such property and/or (b) all changes or loss incurred by Buyer as a result of Supplier's misappropriation of such property.

9. TIME OF PERFORMANCE:

9.1 Time of performance is a material element of the Purchase Order and is essential to fulfillment of the obligations under the Purchase Order. In addition to any other remedies Buyer may have at law or in equity, Buyer may cancel the Purchase Order, in whole or in part, for Supplier's failure to make one or more shipments or otherwise perform under the Purchase Order, on the date or dates requested by Buyer, or for Supplier's inability to provide adequate assurance that Supplier will make shipment or otherwise perform on such date or dates. During performance of the Purchase Order, if, in Buyer's opinion, Supplier fails to perform the work with the diligence necessary to ensure timely completion, Buyer may order Supplier to work overtime and/or increase manpower, equipment or other resources as necessary to maintain the agreed schedule. All costs associated with such adjustments under this Article 9 shall be without cost to Buyer.

9.2 The following certification will be included in all Purchase Orders issued under a prime contract with Buyer's customer that reference a Defense Priorities and Allocations System ("DPAS") rating (DX or DO) and are released referencing a government prime contract number:

"This is a rated order certified for national defense use, and Supplier is required to follow all the provisions of the Defense Priorities and Allocations System (DPAS) regulation (15 CFR 700). Pursuant to the DPAS regulation, Supplier is required to acknowledge this Purchase Order in writing within fifteen working days after receipt of a 'DO' rated order and within ten working days after receipt of a 'DX' or 'DO' rated order."

10. **PATENT INDEMNITY:** Supplier agrees, at its own expense, to defend any suit or action against Buyer or against those selling or using the Goods or Services covered by the Purchase Order for alleged infringement or patent or invention rights arising from the sale or use of such Goods or Services and to indemnify and save Buyer harmless from any damages, liabilities, claims, losses, and expenses (including reasonable attorneys' fees) paid or incurred by Buyer in connection with any such suit or action, whether against Buyer or against those selling or using the Goods or Services covered by the Purchase Order; provided, however, that the indemnity shall not apply to any such damages, liabilities, claims, losses or expenses arising out of compliance by Supplier with designs furnished by Buyer. In case the item in such suit is found to infringe and the use thereof enjoined, Supplier shall, at its own expense, either procure for Buyer the right to continue using it, or modify it so that it becomes non-infringing.

11. WARRANTY:

11.1 Supplier warrants that all Goods and/or Services provided by it: (i) shall be new and of good quality; (ii) shall conform to the specifications set forth in the Purchase Order, and all other specifications, drawings, Contract Documents, and all descriptions furnished, specified, or adopted by Buyer; (iii) shall be merchantable and suitable and sufficient for their intended purpose; (iv) shall be free of any claim of any third party; and (v) without in any manner limiting or qualifying the duration, extent or nature of the foregoing warranties, shall be free from defects in design, workmanship, and material for a period of sixty (60) months from the date of the commercial sale by BMTA.

11.2 Buyer of Goods that incorporates the Parts, Products, and/or Services purchased from Supplier under the Purchase Order; and (vi) shall not compromise or infringe upon any patent or intellectual property rights of any third party.

11.3 Materials repaired or replaced under this warranty shall be warranted for the greater of the remainder of the original warranty, or twenty-four (24) months from the date of such repair or replacement. None of the remedies available to Buyer for breach of any of the foregoing warranties may be limited except to the extent and in the manner agreed upon by Buyer in writing in a separate agreement specifically designating such limitation and signed by an authorized representative of Buyer. Buyer's inspection and/or payment for Goods and/or Services shall not constitute a waiver by it of any warranties. The above warranties are in addition to all other available warranties, express or implied, at law or equity, to which Buyer may avail itself.

12. CONFIDENTIAL INFORMATION:

12.1 Any specifications, designs, drawings, and all other information transmitted or otherwise provided by Buyer to Supplier in connection with any quotation or the Purchase Order are proprietary and confidential and are

the property of Buyer. Supplier shall not, at any time, disclose or in any manner reveal such documents or information obtained from Buyer to any third party, nor reproduce, copy, or use such documents or information other than in the performance of the Purchase Order, make any news release or public announcement of this Purchase Order, or advertise or publish the fact that Buyer has placed this Purchase Order with Supplier, or that Supplier is performing Services for Buyer, without the express prior written consent of Buyer authorized representative. Upon Buyer's request, on completion of the purpose for which such documentation or information was provided, all documents, information, and copies thereof, Supplier shall, at Buyer's instruction, either return the Confidential Information to Buyer or destroy it, with an accompanying certificate of destruction.

12.2 The terms and conditions of any separate Non-Disclosure Agreement, entered into by the Parties shall apply to the Purchase Order, and is incorporated by reference as if fully set forth here. In the absence of such a nondisclosure agreement, the Parties shall keep confidential and use their best efforts to cause their respective employees to keep confidential any Confidential Information, which they receive from each other, during the term of the MSA or the Purchase Order and for a period of at least five (5) years from the expiration of the Purchase Order. The Receiving Party will not disclose, use, or copy such information, except as required for the performance of their obligations per this Purchase Order, and will take all reasonable precautions to prevent any unauthorized disclosure, use, or copying. Any other information that Supplier may disclose to Buyer with respect to the design, manufacture, sale or use of the Products covered by this Purchase Order shall be deemed to have been disclosed as part of the consideration for the Purchase Order, and Buyer shall be free to use such information.

13. INDEMNITY; LIMIT OF LIABILITY:

13.1 Supplier and its Subcontractor(s) shall secure, defend, protect, hold harmless and indemnify Buyer, Buyers Customer(s), and any of their respective agents, servants and employees against any liability, loss, claims, demands, suits, costs, attorney fees, costs and expenses whatsoever arising from bodily injury, sickness, disease (including death resulting therefrom), of any persons, or the damage or destruction of any property, including loss of use, arising out of or in connection with the performance of any work related to the Purchase Order, including extra work assigned based upon any act or omission, negligent or otherwise: (i) of Supplier or any of its agents or servants, (ii) any Subcontractor, supplier or any agents, employees or servants thereof, (iii) or any other person or persons.

13.2 The obligations of indemnification contained herein shall exclude only those matters in which a claim arises out of the allegations based on the sole negligence of Buyer, Buyers Customer(s) or any of their respective agents, servants and employees. The obligations shall apply to claims which sound either in tort or contract. The indemnity obligations herein shall be deemed to be modified as required to exclude indemnification that is expressly prohibited by applicable statute or law. All obligations of the Purchase Order shall otherwise be enforced to the extent permitted by law.

13.3 **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS PURCHASE ORDER, BUYER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, LOST PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER GOODS, AND WHETHER ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL BUYER'S LIABILITY IN CONNECTION WITH THIS ORDER OR THE PRODUCTS EXCEED THE AMOUNT PAID BY BUYER TO SELLER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY IN THE PRECEDING 12 MONTHS. These limitations shall apply to all causes of action individually and in the aggregate.**

14. SUSPENSION; TERMINATION; DEFAULT:

14.1 **Suspension:** Buyer reserves the right, at any time, with or without cause, to suspend further performance of all or part of the Purchase Order by providing a "Stop Work Order" to Supplier. Such notice will contain the date the suspension is to commence and probable duration thereof. Upon receipt of the Stop Work Order, the Supplier shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order, including costs incurred by its subcontractors, during the period of work stoppage. The Stop Work Order can be issued for up to One-hundred (100) days. At that time, Buyer may: (i)

either instruct the Supplier to resume performance, (ii) inform Supplier that it is extending the Stop Work Order for another ninety (90) days, or (iii) inform Supplier that is terminating the Contract for Convenience per subsection 14.2;

14.2 It is understood that if work is suspended in accordance herewith: (i) Buyer will reimburse Supplier for its actual direct net costs and expenses incurred as a result of the suspension, which shall be subject to audit by Buyer; (ii) and Supplier shall have no further claim against Buyer or Buyers Customers, for damage or loss resulting from such suspension, including any claim for loss of profit or business opportunity, indirect, incidental, consequential or liquidated damages. During the Stop Work Order, Supplier shall properly care for, protect and insure all work in progress and Goods, supplies and equipment Supplier or its suppliers have on hand for performance of the Purchase Order.

14.3 Termination for Convenience: Buyer may terminate performance of all or part of the Purchase Order at any time, by providing written notice, for its convenience. Upon receipt of such notice, Supplier shall stop all work on the terminated portion of the Purchase Order and place no additional orders on its subcontractors. Upon termination pursuant to this Article 14.2, Supplier shall be entitled to compensation for work completed as of the termination date, plus actual direct costs incurred as a result of termination. Any reimbursement amount is subject to amounts previously paid to Supplier, satisfactory documentation of Supplier's costs, transfer of any Goods as well as work-in-progress or raw material, and adherence to other instructions from Buyer. Any request for payment submitted by Supplier must be submitted within thirty (30) days of notice of such termination for Convenience, and must include sufficient supporting data, including without limitation such supplemental information as BMTA may reasonably request. Failure to submit claim for terminations beyond this period will be deemed as waiver of claims. Any payments made under this Clause will not exceed the aggregate price payable by BMTA for finished Goods under the terminated Order. Without limitation of the foregoing, BMTA has no liability to Supplier for lost profits, unabsorbed overhead, capital investments, interest expense, facilities and equipment rearrangement costs, product development and engineering costs, unamortized depreciation costs, penalties or general administrative charges.

14.4 Termination For Cause: Without affecting any other right or remedy available to it, the Company may terminate the Contract in whole or in part with immediate effect without liability by giving written notice to the Supplier of an event of default if: (a) Supplier fails to deliver Goods or to perform the Services within the time specified in the Order or any extension granted in writing by the Company; (b) Supplier breaches or fails to perform any of the other provisions of the Order and, if such breach or failure is subject to cure, fails to cure such breach or failure within a period of ten (10) days after receipt of written notice from Company specifying Supplier's breach or failure to perform; (c) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or (iv) Supplier becomes insolvent, bankrupt, or has a receiver appointed, or other financial insecurity that justifies termination of this Agreement.

14.5.1 In the event of termination for cause, Buyer may complete the performance of the Purchase Order by such means as Buyer selects, and Supplier shall be responsible for any additional costs incurred by Buyer in so doing. Supplier shall deliver or assign to Buyer any raw material or work-in-progress as Buyer may request. Any amounts due Supplier for Goods and Services provided by Supplier in full compliance with the terms of the Purchase Order prior to such cancellation shall be subject to full setoff against Buyer's additional costs of completing the Purchase Order and other damages incurred by Buyer as a result of default. Waiver by Buyer of any default of Supplier shall not be considered to be a waiver by Buyer of any provision of the Purchase Order or of any subsequent default by Supplier. As an alternate remedy, and in lieu of termination for default, Buyer, at its sole discretion, may elect (i) to extend the delivery schedule, and/or (ii) to waive other deficiencies in Supplier's performance, in which case there shall be an equitable reduction in the Purchase Order price. The rights and remedies of Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Purchase Order.

14.6 Continuing Obligations to Perform: In the event this Purchase Order stipulates liquidated damages for delay in delivery or performance, the payment of liquidated damages shall not release Supplier from its obligation to continue and complete delivery or performance, nor shall it waive Buyer's right to declare Supplier in default should Supplier at any time fail to make good progress toward timely completion of the work. Should any limit on liquidated damages be met, Buyer shall have the option to allow Supplier to continue to attempt delivery or performance or to terminate the Purchase Order pursuant to this Article 14.

15. FORCE MAJEURE: Any failure of performance by either party shall not constitute a default hereunder or give rise to any claim for damages or otherwise to the extent caused by an act, event or occurrence beyond the reasonable control of, and not resulting from the fault of, the party claiming an event of "Force Majeure," including, but not limited to, acts of God, acts of the Government in either its sovereign or contractual capacity epidemics or pandemics, fires, flood, tornados, earthquakes, quarantine, embargos, blockade, strikes, war, terrorism, or civil disobedience. The failure of any of Supplier's Subcontractors or suppliers to furnish labor, Services, Goods, through no fault of its own, shall be considered an event of Force Majeure. Upon the occurrence of any event of Force Majeure, the affected party shall, (i) within three (3) working days of the event, advise the other party of such event, and (ii) diligently pursue all reasonable efforts to mitigate the effect of any such event of Force Majeure on the work and to restore such party's ability to perform hereunder. To the extent any event of Force Majeure actually delays Supplier's ability to perform hereunder, Supplier shall be entitled to an equitable adjustment to the schedule when available but shall not be entitled to any adjustment to the Purchase Order price.

16. BUYER'S RIGHT TO TAKE OVER THE WORK: If, in Buyer's opinion, Supplier fails to perform the work with the diligence necessary to ensure timely completion, Buyer may order Supplier to work overtime and/or employ additional workers, equipment, or machinery, at no expense to Buyer. If Supplier fails to comply with these requirements within seven (7) days of receipt of such order, Buyer shall have the option, but not the obligation, to take over the work and employ any other person, firm, or entity to finish the work, or otherwise finish the work by whatever method Buyer may deem expedient. In this event, Supplier shall receive no further payment until the work is wholly completed. Buyer shall deduct any expenses, including reasonable attorney fees and costs, incurred in the completion or correction of the work from any remaining payments to Supplier under the Purchase Order. If Buyer's expenses are less than the remaining payments to be made to Supplier, Buyer shall pay Supplier the difference. If Buyer's expenses are more than the remaining payments to be made to Supplier, Supplier shall pay the difference to Buyer upon demand.

17. BUYER'S PROPERTY; INTELLECTUAL PROPERTY:

17.1 All property used by Supplier in connection with this Purchase Order which Buyer owns and delivers to Supplier, or pays Supplier for, or pay's Supplier's sub-supplier for, including, but not limited to, tools, dies, jigs, molds, patterns, fixtures and equipment and any replacement thereof, shall be and remain the property of Buyer. Buyer may remove or inspect such property at any time and Buyer shall have free access to Suppliers premises for such purposes. All property owned by Buyer shall be marked as Buyer's property by the Supplier and used only for performing Buyer's Purchase Orders. Supplier shall maintain and repair such property and return it to Buyer in its original condition, reasonable wear and tear excepted, at the request of the Buyer.

17.2 Buyer's Background and Foreground IP is and shall remain the exclusive property of Buyer. Supplier shall not use Buyer's Background IP or Foreground IP for any other purpose than the performance of its obligations under any Purchase Order, Purchase Order issued by Buyer. Neither Party has or will be obligated to transfer to the other Party any patent, trade secret, trademark, copyright or other intellectual property owned by the other Party as of the execution of the relevant Purchase Order or during the performance of its obligations under the Purchase Order.

17.3 Supplier shall not use, duplicate, or transfer the Confidential Information and Intellectual Property of Buyer to any affiliate or third party for any purpose except to accomplish the production objectives of this the MSA or a Purchase Order, to which this GPTC is attached. Supplier shall not reverse engineer the Products and/or components owned and/or contributed by Buyer.

17.4 Supplier shall not place any identifying markings on Buyer's drawings, prints, or its Products, unless required by law or regulation, without the prior written permission of the Buyer.

18. INSURANCE: Supplier shall maintain in force, and upon request shall provide evidence of, adequate liability insurance and statutory worker's compensation/employer's liability insurance with reputable and financially sound insurers, in amounts not less than industry standard or what is set forth in the Purchase Order or Scope of Work. Nothing contained in this Section 18 shall relieve Supplier from any of its contractual or other legal liabilities. Insurance maintained by Supplier shall not be construed as a limitation of Supplier's liabilities to Buyer under this Agreement. Each policy of insurance shall name Buyer and Buyers Customer(s), where appropriate, as additional insureds and shall provide for thirty (30) days' notice of cancellation to Buyer. Certificates evidencing such insurance shall be delivered to Buyer prior to the commencement of any work pursuant to this Purchase

Order.

Supplier and each Subcontractor shall be responsible for any desired coverage against damage or loss to its own materials, facilities, tools, equipment, scaffolds, bracing and similar items not covered by Buyer's and/or Buyers Customers' fire policies.

19. REMEDIES: Buyer reserves the right to withhold payments to Supplier in the approximate amount of the damages caused by Supplier's failure to fulfil its obligations hereunder. The remedies herein reserved shall be cumulative and in addition to any other further remedies provided in law or equity. No waiver of a breach of any provision of the Purchase Order shall constitute a waiver of any other breach of such provision or other provisions.

20. GOVERNING LAW: The rights and obligations of the parties, the validity, interpretation, enforcement, performance or termination of the Agreement, or any dispute arising therefrom, shall be governed by the laws of the State of Michigan without regard for conflicts of law principle, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

21. ARBITRATION AND DISPUTES:

21.1 The parties shall attempt in good faith to resolve any controversy, claim, or dispute of any nature whatever arising out of, or relating to, this Strategic Contract, or the breach, termination, enforceability or validity of this Contract ("Dispute") promptly by negotiation between executives or managers who have authority to settle the Dispute and who are at a higher level of management than the persons who have direct responsibility for the administration of this Contract (or any Purchase Contract that may be at issue).

21.2 Michigan Courts. Where both Buyer and Supplier have their principal place of business located in the United States, all disputes will be resolved in the applicable State or Federal Court located in Macomb County, Michigan. Where Supplier's place of performance is located outside of the United States, all disputes will be resolved in accordance with subsection 21.3.

21.3 Arbitration. Except for actions for injunctive relief, which may be brought at any time, in the event of a dispute that cannot be amicably resolved by the parties per Section 21.1, such dispute shall be submitted by either party to arbitration in accordance with the arbitration rules of the Commercial Rules of the American Arbitration Association (AAA). The matter shall be heard by one arbitrator, unless the parties agree to a panel of three (3) arbitrators within ten (10) business days of submission of the dispute to the AAA. The place of arbitration will be Macomb, Michigan. The language used in the arbitral proceedings shall be English. The ruling of the arbitrator(s) shall be final and binding on both parties. The arbitrators shall have no authority to award any punitive, multiple, exemplary, statutory, or other damages, other than compensatory and actual damages. The arbitrators shall render a reasoned award, setting forth in detail all of the factual and legal bases for the award. The award of the arbitrator may be entered in and enforced by any court having jurisdiction thereof. Each party shall pay its own costs and attorney fees.

22. ASSIGNMENT: Supplier shall not assign any right or interest in any Purchase Order with Buyer without the prior written consent of Buyer.

23. TOXIC SUBSTANCES: Supplier shall notify Buyer in writing upon receipt of any Purchase Order under which Goods to be furnished by Supplier or its Subcontractors or suppliers are subject to laws or regulations relating to hazardous or toxic substances or, when disposed of, to regulations governing hazardous wastes, or to any other environmental or safety and health regulations. Supplier shall furnish all instructions for shipping, safety, handling, exposure, and disposal in a form sufficiently clear and specific to identify all action which a handler or user must take concerning the Good.

24. QUALITY CONTROL: The Supplier shall ensure the quality of its Goods and Services through the implementation of an adequate quality assurance system such as ISO 9001 et seq., NADCAP or similar, and by means of quality assessments and inspections as defined in BMTA's Quality Requirements (www.bmtaerospace.com/supplier-terms-conditions).

25. LAWS, PERMITS, FEES, AND NOTICES: Supplier shall give all necessary and desirable notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work under the Purchase Order. Supplier shall secure and pay for all permits and governmental fees, licenses and inspections necessary for the proper execution and completion of Supplier's work.

Supplier shall keep the project for which it is providing work, Goods and/or Services free and clear of any and all liens from Subcontractors and/or suppliers. Any failure by Supplier to keep the project property free and clear from liens and/or encumbrances from Subcontractors or suppliers shall be a material breach under this Purchase Order.

26. **SEVERABILITY:** The invalidity of any provision or obligation hereunder or the contravention thereby of any law, rule or regulation shall not relieve Buyer or Supplier from its obligations hereunder, nor deprive Buyer or Supplier of the advantages of any other provisions of this Purchase Order.

27. **ENTIRE AGREEMENT:** The terms and conditions contained in the Purchase Order, together with the Contract Documents and any special terms and conditions, specifications, drawings and documents referred to therein, constitute the entire agreement between the parties. The terms hereof may not be modified or amended, except in writing, signed by the authorized representative of both Buyer and Supplier. The Purchase Order supersedes trade custom and/or usage.

28. **MATERIAL SAFETY DATA SHEETS:** Supplier agrees to comply with the Occupational Safety and Health Agency Hazard Communications Regulations (29 CFR Part 1910) and to affix the appropriate labels on Goods furnished and include material safety data sheets with the first shipment of Goods.

29. **Disaster Recovery Plan.** The Supplier shall develop and maintain a Disaster Recovery Plan acceptable to BMTA for the recovery and continuation of business related to the supply, design, development, certification, manufacture, sale, use and/or support of the Products and/or Services furnished hereunder, in the event of a disaster or emergency. The Disaster Recovery Plan shall, among other things, prevent or limit the interruption of the supply of Products and/or Services in conformity with the requirements set forth herein. The Disaster Recovery Plan shall contain at a minimum, provisions for a risk assessment and business impact analysis, a prevention/mitigation plan, and a resumption of services plan, including a recovery/restoration plan. Supplier shall furnish a copy of Disaster Recovery Plan to BMTA upon request.

30. **FAIR STANDARDS ACT:** each of Supplier's invoices covering Goods covered by this Purchase Order must carry the following certificate or its equivalent in Purchase Order to be passed for payment. "Supplier hereby certifies that any materials covered by this invoice were produced in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and in compliance with all applicable regulations and Purchase Orders issued thereunder."

31. **EQUAL EMPLOYMENT OPPORTUNITY:** This Purchase Order will be subject to non-discrimination provisions of Section 202 of Executive Purchase Order No. 11246, as amended by Executive Purchase Order No. 11375 and amendments thereto and rules and regulations thereunder, except as exempted by the provisions of Section 204 of Executive Purchase Order No. 11246 or amendments thereto. This Purchase Order will also be subject to the Equal Employment Opportunity clauses of 28 USC 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Employment Opportunity, and implementing rules and regulations of the Secretary of Labor.

32. **SMALL BUSINESS ACT:** seller warrants that it has not misrepresented its business size classification pursuant to the terms and provisions of 15 USC 631, *et seq.*

33. RECALL AND FIELD SERVICE CAMPAIGNS:

33.1 To the extent that any field campaign or recall is attributable to Supplier's Products, Supplier shall indemnify and hold Buyer harmless against all loss, liability, cost, or expense incurred by Buyer arising out of the repair, replacement, or refund of the purchase price of such Products or the end product of its customer and/or end user. This indemnity shall apply if the recall, repair, replacement or refund (a) is required pursuant to applicable statutes, laws, or regulations or (b) Buyer's customer or end user, or c) in Buyer's reasonable commercial judgment is necessary to preserve Buyer's commercial reputation as a supplier of reliable, high quality products.

33.2 If the Parties cannot attribute sole cause for the field campaign or retrofit to the Suppliers Product, then the Buyer will share responsibility and allocate all such costs and expenses in an equitable manner. If they cannot

agree on such allocation, then the matter can be resolved by referral to the alternative dispute procedures set forth in Clause 29.

33.3. Supplier will cooperate with Buyer to determine the appropriate field campaign and/or retrofit procedures, undertake all necessary obligations, perform all necessary repairs, modifications, field campaigns or replacements, and assist Buyer as may be required of it under applicable law or regulation; and the parties will cooperate with and work together in good faith to minimize the parties' financial exposure as part of the recall.

34. CODE OF CONDUCT; COMPLIANCE WITH LAWS AND REGULATIONS:

34.1 **CODE OF CONDUCT; ANTICORRUPTION.** Supplier represents, warrants, and covenants that Supplier will comply with all Buyer compliance requirements, including the Sarbanes-Oxley Act of 2002, the Foreign Corrupt Practices Act of 1977, the UK Anti-Corruption Act, and Buyer's Supplier Code of Conduct. In addition, the Supplier shall: (a) comply with Buyer's Environmental, Health, and Safety rules and requirements; (b) provide a safe, clean and healthy work environment for its employees and will ensure that Supplier's workplace is in compliance with all local health, safety and environmental laws and standards; (c) that all employees are adequately trained for their respective jobs; (d) not engage in Human Trafficking, as that term is defined in FAR Part 52.22-50, as required by DFARS Part 252.222-7007, and (e) not use slave labor or child labor and will comply with all applicable local laws.

34.2 REACH.

a. Through the performance of the Order, the Supplier guarantees to the Purchaser that the Product will comply with any and all applicable regulations and standards in force in the country where the Product or Service is delivered or rendered to the Purchaser, and in any other country where the Supplier has been informed that the Product will be used prior to manufacture of the Product. Among other things, Supplier warrants that it will comply with REACH regulation, if applicable.

b. Supplier represents and warrants that each chemical substance constituting or contained in the Goods is pre-registered if required, and registered if required, under Regulation (EC) No 1907/2006 ("REACH"), is not restricted under Annex XVII of REACH and if subject to authorization under REACH is authorized for Purchaser's use. will be conducted in conformance with this article.

c. With respect to the Goods, Supplier shall provide all relevant information, including without limitation, safety data sheets in the language and the legally required format of the location to which the Goods will be shipped and mandated labeling information, required pursuant to applicable requirements, such as: (1) the Occupational Safety and Health Act (OSHA) regulations codified at CFR Title 19 §1910.1200; or (2) REACH or EU Directive 67/548/EC, as amended, if applicable.

d. The Supplier shall hand over upon delivery or hand over at first demand by BMTA, the certificates required by the applicable regulations and relating to the Goods.

34.3 **CONFLICT MINERALS.** To enable Buyer to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203, H.R. 4173), Supplier is required to certify the existence of any conflict minerals (tantalum, tin, tungsten, and gold) in products to be provided under this Subcontract or Purchase Order as part of its proposal in the form of Supplier's Conflicts Mineral Certification (CMRT Form). The certification will identify the country of origin of any conflict minerals, whether the conflict minerals came from scrap or recycled sources, whether the conflict minerals came from a covered country (Democratic Republic of Congo, Burundi, Central African Republic, Tanzania, Zambia, Angola, Rwanda, South Sudan, and Uganda), whether the conflict minerals from the covered countries directly or indirectly finance armed groups, and Supplier's process for determining and verifying the information provided. If there are any changes to Supplier's supply base in regard to this part that affect this certification, Supplier is required to send an amended certification to Buyer's point of contact. Buyer reserves the right to request any additional information on Conflict Minerals associated with this Subcontract or Purchase Order necessary to comply with its legal requirement and Supplier will make good faith efforts to provide the requested information.

34.4 **EXPORT CONTROL.** The parties shall comply with all federal, state and local laws and regulations that apply to their respective obligations under the Agreement, including without limitation, all US export control and

ITAR laws and regulations, including the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774 (collectively, "Export Control Laws"). Without limiting the foregoing, the parties also agree that they will not transfer any U.S. export controlled item, data, information, Proprietary Information, or Services, to include transfer to foreign persons employed by or associated with, or under Agreement to either party or either party's lower-tier subcontractors, without the authority of an export license, agreement, or applicable exemption or exception. Without limiting the generality of the foregoing, Supplier shall comply with or adopt written policies requiring compliance with the FCPA and Export Control laws, and Supplier shall cooperate with Buyer in responding to any audits regarding such compliance.

34.5. NON-USE OF RUSSIAN STEEL

- a. Supplier will not purchase or source any steel or steel products, or include any steel or steel products, either directly or indirectly, that:
- Originate from Russia,
 - Are mined, manufactured, processed, or refined in Russia, or
 - Contain any Russian steel content, regardless of the final origin of the finished product.
- b. Supplier shall take all reasonable commercial efforts to ensure compliance with this clause, including:
- Implementing an internal control program to track the origin and content of all steel used in products purchased by Supplier;
 - Obtaining written certifications from its suppliers regarding the origin and content of all steel used in products purchased by Supplier; and
 - Conducting due diligence audits of its downstream suppliers as necessary to verify compliance with this clause.
- c. Definitions:
- "Steel" includes all forms of rolled, forged, cast, or extruded steel products, including bars, plates, sheets, pipes, tubes, and alloys.
 - "Steel products" means any product that contains steel as a primary component, including machinery, equipment, and other manufactured goods.
 - "Russian steel content" means any steel that falls within the definition of "Steel" above that originates from Russia, is mined, manufactured, processed, or refined in Russia, or is part of a product containing Russian steel.

34.6. COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS:

- a. The Supplier agrees to comply with all applicable laws and regulations related to human trafficking, including but not limited to: (i) the United States' Trafficking Victims Protection Act (TVPA), as amended, (ii) England's Modern Slavery Act, and (iii) the European Union's Directive 2011/36/EU on Preventing and Combating Trafficking in Human Beings and Protecting its Victims, and any other relevant federal, state, or local laws.
- b. The Supplier will: i) not use forced labor, child labor, or engage in any form of human trafficking; ii) conduct due diligence to ensure that its own suppliers and subcontractors adhere to the same standards regarding human trafficking; iii) take all necessary measures to prevent and eliminate human trafficking in its operations and supply chain; iv) provide an annual certification that it has implemented policies and procedures to ensure compliance with anti-human trafficking laws; v) report immediately to BMTA any information indicating a violation of anti-human trafficking laws within its operations or supply chain; and vi) The Supplier shall cooperate fully with any investigations related to allegations of human trafficking.
- c. Audits and Remedial Actions:
- i. BMTA reserves the right to verify the Supplier's compliance with this clause through audits, inspections, or other reasonable means, and

ii. in the event that the Supplier is found to be in violation of anti-human trafficking laws, BMTA reserves the right to take appropriate remedial actions, which may include termination of the subcontract.

35. UNITED STATES GOVERNMENT CONTRACTS

35.1 Buyer will notify Supplier of if its Contract is subject to a contract issued by an agency or instrumentality of the United States Government, including, but not limited to the Department of Defense or the Federal Aviation Administration (FAA). Government clauses applicable to this Agreement from Buyer's contract with its customer, if any, are incorporated elsewhere in the Purchase Order either by attachment or by some other means of reference. Buyer may also provide a separate list of the clauses that must be flowed down to Supplier, and which will be incorporated by reference in the applicable Purchase Order.

36. NIST 800-171; CMMC COMPLIANCE:

Supplier will safeguard all Technical Information including any Controlled Unclassified Information (CUI) that it receives and/or is in possession of during the term of this Purchase Order or Agreement. Supplier will furthermore comply with NIST Special Publication 800-171 Revision 2: Implementing all applicable controls from this publication for protecting Controlled Unclassified Information (CUI) in their systems; take steps to obtain level 2 CMMC 2.0 Certification from an authorized CMMC Assessment Organization (CAO); and if this Purchase Order or Agreement is subject to a Prime Contract issued by the US Defense Department, comply with DFARS Clause 252.204-7012 (Safeguarding Covered Defense Information and Cyber Incident Reporting), and adhere to all cybersecurity and data protection requirements stipulated in this clause. Supplier will upload its self-assessment score in SPRS, if so required, and will provide prompt notification of any potential or actual non-compliance. BMTA reserves the right to verify compliance through audits and access to relevant systems and records of the Supplier to confirm adherence to these requirements.

37. **NOTICES.** All notices, reports, requests, approvals and other communications required or permitted hereunder must be in writing. They will be deemed given when required if: (i) delivered personally, (ii) sent via e-mail, with confirmed receipt, (iii) sent by confirmed telex, (iv) sent by commercial overnight courier with written verification of receipt, or (v) sent by registered or certified mail, return receipt requested, postage prepaid to the addresses set forth in the Purchase Order, or other written agreement. Such notice shall be treated as having been received upon the earlier of actual receipt or five (5) days after posting. All communications must be sent to the receiving party's initial address set forth below or to such other address that the receiving party may have provided for purpose of notice.