TERMS AND CONDITIONS OF SALE

MOOG INC.
SPACE & DEFENSE GROUP, POWER & DATA DIVISION
OHIO, TENNESSEE, AND VIRGINIA FACILITIES

Moog Inc. ("Seller") hereby offers to supply the Products and/or related services identified in the quotation, proposal, or acknowledgment to the individual or entity specified in the relevant Contract as the purchasing party ("Buyer") expressly conditioned upon Buyer's acceptance of the following Terms and Conditions of Sale (the "Terms"). Seller, by its commencement of performance, shall not prejudice its rights to enforcement of these Terms. "Contract" means these Terms and any agreement for sale and purchase of Products (i) resulting from Buyer's Order and Seller's Order Confirmation or (ii) executed by Seller and Buyer, or proposed by one party and accepted by the other party in writing evidencing the key commercial terms of the transaction, including by exchange of correspondence or email or other forms of written communication. "Order" means the document issued by Buyer to order Products for purchase from Seller. "Order Confirmation" means the document or other written communication issued by Seller to Buyer accepting an Order. "Product(s)" means any product(s) and/or related services specified in the Contract.

1. ACCEPTANCE OF ORDER:

a) None of Buyer's terms and conditions that are in addition or contrary to these Terms shall alter these Terms in any respect. **By purchasing Products from Seller, Buyer confirms its agreement with and acceptance of these Terms, and agrees that, even if Buyer sends Seller another form of agreement or terms or expresses some other understanding, any alternative, conflicting, or additional set of terms and conditions of sale and purchase proposed or counter-proposed by Buyer are expressly rejected and shall not apply to any Contract, even if referred to or printed on any Order.** Fulfilment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

b) Orders issued by Buyer shall become binding on Seller only upon the issuance of an Order Confirmation. No changes to an Order issued by Buyer shall be binding unless Seller issues a new Order Confirmation in accordance with such changes.

c) Any Order by and delivery to Buyer is subject to, among other things, general credit approval and a specific credit limit set by Seller for Buyer at Seller's reasonable discretion. In the event that at any time Buyer places an Order to Seller which, individually or cumulated with the value of previous Orders for which payment is not yet received in full by Seller, exceeds the credit limit(s) set by Seller, Seller shall promptly inform Buyer and shall be entitled in its absolute discretion, at any time, thereby informing Buyer, to suspend or cancel such Order, or all or part of any delivery under such Order, including any Order for which an Order Confirmation has already been sent to Buyer and without any liability, for as long as such credit limit is exceeded or until Buyer provides security acceptable to Seller with respect to any amount in excess of the credit limit. This remedy shall operate in addition to all other remedies available under these Terms and at law (which Seller does not waive by the exercise of any rights hereunder).

2. EXPIRATION OF OFFER: All offers of sale by Seller are firm for thirty (30) days from the date of the offer unless otherwise specifically stated in Seller's offer or as otherwise may be expressly agreed to in writing by Seller. All such offers of Seller are subject to change without notice after this period unless earlier withdrawn by Seller.

3. FOB POINTS AND DELIVERY:

a) For Contracts with delivery inside the U.S., all Products and related services are sold FOB origin, and the point of origin shall be that of Seller's manufacturing location identified in the Contract. Title and risk of loss shall pass to Buyer at this FOB point. Seller assumes no responsibility for delay, breakage, damage or loss after delivery to the carrier. Seller reserves the right to make partial shipments at its discretion.

b) For Contracts with delivery outside the U.S., Seller and Buyer agree to apply INCOTERMS 2020. Delivery shall be FCA shipping point unless otherwise agreed by Seller and stated in the Contract. Risk of loss shall pass to Buyer as provided for by INCOTERMS 2020. Title shall pass to Buyer upon shipment.

c) Collectively Article 3.a and 3.b are hereinafter referred to as "Delivery".

d) The prices quoted are for the Delivery dates provided on Seller's quotation, proposal, or acknowledgement. Delivery dates are estimates only and not guaranteed by Seller. Seller shall in no event be liable for any loss or damage whatsoever incurred by Buyer due to a delay in Delivery or loss or damage in transport. If Buyer refuses to accept Delivery of the Product, fails to provide any instructions, documents, licenses, consents, or authorizations required to enable such Products to be delivered in accordance with the Contract, or when such Delivery is not possible due to circumstances that are attributable to or at the risk of Buyer, Seller may, without prejudice to its other rights and remedies, at its sole option, store, resell or dispose of the same in any manner at Seller's absolute discretion. Buyer shall indemnify and hold Seller harmless against all costs and expenses including, without limitation, storage, disposal, and/or insurance charges, arising from such failure to take Delivery.

4. BUYER'S OBLIGATION OF ASSISTANCE: Except to the extent Seller has otherwise assumed such responsibility for itself under express provisions of the Contract, Buyer shall:

a) place at Seller's disposal all information necessary for performance of its obligations under the Contract including any plans, plant layout, wiring instructions and operational information that may reasonably be expected to affect Seller's performance. This includes, to the extent reasonable, previous studies or reports and other data relative to the design, installation and selection of equipment for the work to be performed by Seller; and

b) guarantee access to and to make all reasonable provisions for Seller to enter on its property and other public and private lands as is required for performance of its obligations under the Contract including safe storage of equipment, materials and tools during the process of any such off-site work as may be contemplated by the Contract; and

c) agree to cooperate in all reasonable ways necessary for Seller's performance of its obligations under the Contract; and

d) disclose fully and accurately to Seller all general and local conditions which can affect performance of its obligations under the Contract prescribed under the Contract or the price thereof. Buyer acknowledges that Seller is entitled to rely on information furnished by Buyer in developing its specifications, equipment selection, price and other terms of the Contract.

5. PRICE AND PAYMENT TERMS:

a) The price of the Products and the currency of payment shall be as specified in the Contract. If Seller implements a general or industry specific price adjustment for any Product, all orders for such Product that are confirmed but not shipped as of the effective date of such adjustment shall be re-priced accordingly.

b) All prices are for Delivery or as otherwise stated in the Contract and include standard packaging costs. All prices are exclusive of any taxes, levies and other charges of any kind imposed by a governmental authority, whether of a general or of a special nature, and shall be charged to and due and payable by Buyer. All drawback of duties paid hereunder shall accrue to Seller, and Buyer will reasonably cooperate with Seller in

obtaining such payment, including furnishing Seller with reasonable supporting documentation.

c) Seller may change prices, by written notice, due to changes in customs duties, taxes, vendor prices, foreign exchange fluctuations, currency regulations, or other factors beyond Seller's control until Delivery. If Seller is prevented from charging any price in effect by any governmental law, order, regulation, or ruling, then Seller may cancel the applicable Contract by giving Buyer thirty (30) days written notice thereof.

d) Seller shall be entitled at its discretion to issue invoices to Buyer in digital format via e-mail. Such e-invoices shall be deemed originals. Upon Seller's request, Buyer shall be responsible for providing a dedicated and secure e-mail address and will give Seller at least a five (5) business days written notice before changing such e-mail address.

e) Payment will be made by Buyer to Seller in U.S. funds without expense to Seller. Terms are "net thirty (30) days" calculated from the date of receipt of invoice if credit arrangements have been approved in advance by Seller and such terms are included in the Contract. Seller may at all times assign its invoices to a factoring company in which case payments shall be made into the account identified on the invoice. Otherwise, payment is required before shipment or Delivery in a form and arrangement acceptable to Seller. In addition to any other rights or remedies available to Seller, and without any notice of default being required to that effect, Buyer shall pay on demand interest on any amount(s) not received by Seller on or before the due date. Interest shall be calculated from the due date up to and including the date of actual payment at the rate of five percent (5%) (or the highest rate permissible under applicable law, whichever is lower), calculated daily and compounded monthly. Such interest may be invoiced separately by Seller. Buyer shall reimburse Seller for all costs incurred by Seller in collecting any late payments, including, without limitation, reasonable attorneys' fees.

f) In addition to all other remedies available under these Terms, the Contract, or at law (which Seller does not waive by the exercise of any rights hereunder), if Buyer fails to pay any amount and such amount is not received by Seller on the due date, upon Seller's written demand all other amounts owed by Buyer to Seller but not yet due shall become immediately due and payable on the date indicated by Seller in its demand.

g) In no event shall Buyer be entitled to make any deduction, withholding, or set off of any claim or disputed amount with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

6. OWNERSHIP:

a) Notwithstanding Delivery, and without prejudice to the transfer to Buyer of the risk of loss or damage to the Products according to the relevant Incoterm, title in the Products shall remain vested exclusively in Seller until Buyer has paid in full, the price for such Products.

b) During the period in which title in the Products remains vested in Seller, Buyer holds the Products as bailee for Seller and Buyer shall identify and, insofar as the nature of the Products permits, store the Products separately or in a manner that they cannot be confused with other goods or, where this is not possible, specifically record the volume of Products belonging to Seller contained in any common storage. Buyer shall insure the Products against all risks at their full replacement value. Buyer may sell or use such Products in the ordinary course of business, subject to Article 6.c and 6.d.

c) In the event Buyer sells the Products referred to in Article 6.b, any Buyer's claims towards third parties who purchase such Products and any and all proceeds from the sale of such Products are hereby assigned to Seller, who accepts such assignments. Seller may terminate the rights of Buyer to hold and use the Products by written notice in the event the payment of any invoice related to Products delivered to Buyer becomes overdue. Such rights shall automatically terminate in case of suspension of payments, controlled administration, insolvency, bankruptcy, liquidation, winding-up, (or the equivalent under any jurisdiction) involving Buyer, or Buyer enters into an arrangement with its creditors. Upon termination of such rights: (a) all sums owed by Buyer shall become immediately due and payable; (b) Seller shall be entitled to retake possession of the Products and for any such purposes shall be granted access to Buyer's premises.

d) In the event Buyer uses the Products referred to in Article 6.b and Products are processed or otherwise mixed with other goods to form a new product, upon manufacture of such new product, title therein shall be vested in Seller pro-rata, on the basis of the value of the Products over the value of such new product and in respect of each such new product the provisions of this Article 6 shall apply *mutatis mutandis*. If the foregoing is not fully valid or enforceable under applicable law, the rights of Seller shall be valid and enforceable to the maximum extent possible.

. **7. EXPORT REGULATIONS:** Buyer acknowledges that if the Products are to be exported, they are subject to the U.S. Commerce and/or State Department Export Regulations. Buyer accepts full responsibility for and agrees to comply fully with such regulations, including obtaining export licenses and re-export permission unless otherwise agreed by Seller.

8. CANCELLATION:

a) In the event of cancellation or termination of the Contract for breach of the provisions hereof by Buyer, Buyer agrees to pay Seller's costs for work performed to the date of cancellation plus a reasonable profit as determined solely by Seller. Seller shall have no further liability to Buyer and Seller shall not be liable for any costs of cancellation, special, incidental or consequential damages (including punitive or exemplary damages) for any cause or of any nature whatsoever and such cancellation shall be in addition to any other rights and remedies of Seller under the Contract or at law. Further, Seller reserves the right to cancel the Contract or any portion thereof without liability if Buyer fails to make payment as required by the terms of the Contract or if Buyer is adjudicated bankrupt, files a petition in bankruptcy, makes an assignment for the benefit of creditors or if action under any law for the relief of debtors is taken. Further, if the Contract is accepted under a U.S. Government contract it may be terminated only for the convenience of the U.S. Government in accordance with applicable Federal procurement laws and regulations which shall govern the rights and obligations of the parties in any such termination.

b) If at any time (i) Buyer is in material breach of a Contract and, where such breach is remediable, fails to remedy it within thirty (30) days from the date the breach occurs; (ii) Buyer fails to pay any invoice when due; (iii) Seller reasonably believes Buyer's creditworthiness has deteriorated or Buyer is insolvent (whether based on the reasonable belief by Seller that Buyer's liabilities exceed its assets; the existence of a bankruptcy, assignment for the benefit of creditors, or other similar proceeding involving Buyer; a liquidation of a significant portion of the assets of Buyer; or otherwise); or (iv) a sale of a majority of the assets or a change of control of the ownership, of Buyer occurs; then in each such case Seller shall be entitled to (1) suspend its obligations under the Contract(s), including but not limited to the supply of Products to Buyer, including under any accepted Orders and or any Products in transit, or suspend acceptance of any further Orders from Buyer, as Seller at its option and in its discretion may deem fit at that moment; and/or (2) require Buyer to provide Seller with a security acceptable to Seller or pay for any deliveries by cash in advance; and/or (3) terminate any Contract immediately by written notice to Buyer without any liability of Seller for any such termination. In addition, Buyer hereby authorizes Seller to retract and void any bill of lading or other document issued to Buyer with respect to the Products as to which default has occurred and re-issue without any further

documentation from Buyer. Buyer must immediately notify Seller of any actual or anticipated breach of these Terms.

c) The cancellation, termination, suspension, or expiration of any Contract shall be without prejudice to any rights or obligations which accrued prior to such termination and shall not affect Articles 8 (*Export Regulations*), 10 (*Patent Infringement*), 11 (*Property of Seller*), 13 (*Equipment Warranties and Remedy*), 15 (*Limitation of Liability*), 16 (*Confidentiality*), 17 (*Compliance with Law*), and 20 (*Applicable Law and Forum for Resolution of Disputes)*, which provisions shall survive any such termination, suspension, or expiration.

9. PATENT INFRINGEMENT:

a) Seller agrees to indemnify, defend, and hold Buyer harmless from any claim, expense, loss, cost, damage or liability of any kind (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") which arise out of or are related to any actual or alleged infringement or misappropriation by Seller of any patent, copyright, trademark, trade secret, or any other intellectual property of other proprietary rights of any third party. Buyer shall promptly notify Seller of any such Claims and shall provide Buyer an opportunity, at Buyer's option, to participate in any defense of such Claims at Buyer's own expense. If Buyer determines the Products are or are likely to be the subject of a claim of infringement, Buyer will have the right, at any time and at its sole option: (i) to provide replacement Product; (ii) to modify the Product so as to cause it to be free of such infringement; or (iii) to procure the right to continue to use the Product. No indemnification by Seller applies if the Contract is accepted under a U.S. Government contract containing an Authorization and Consent Clause applicable hereto as prescribed by Federal procurement laws and regulations.

b) THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE ENTIRE LIABILITY AND OBLIGATION OF SELLER FOR INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF OR RELATED TO THIS AGREEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO.

c) Notwithstanding the foregoing, Seller shall have no liability or other obligations under this Contract for any claims arising out of or relating to, and Buyer shall indemnify, defend and hold harmless Moog, its officers, directors, employees, agents and affiliates from any damages, losses or expenses (including reasonable attorneys' fees and reasonable litigation expenses) from any allegation of infringement of any patent, trademark, copyright or other intellectual property rights to the extent arising out of or relating to: (i) Seller's compliance with any Buyer specifications, designs, materials, or instructions; (ii) any combination of the Products provided hereunder with any other items (including, but not limited to, any Buyer provided materials, their related components or systems, or any other items relating thereto), even if such combination results from the Products necessary, intended, or inherent use; (iii) modifications to the Products by anyone other than Seller, its authorized agents or vendors, or by Buyer without Seller's express prior written authorization; (iv) use of a version of software supplied by Seller in the Products other than the then-current release made available by Seller; (v) any use of the Products not in accordance with the applicable documentation or agreed upon scope for which the Products were supplied; or (vi) use of the Products which use violates the terms of this Contract.

10. PROPERTY OF SELLER: All designs, inventions (whether or not patented), processes, technical data, drawings, plans and/or confidential information related to the Products or services to be purchased, not furnished by Buyer, are the exclusive property of Seller, and all rights, title and interest in and to such properties shall remain exclusively in Seller notwithstanding Seller's disclosure of any part thereof to Buyer or Buyer's payment to Seller for engineering or nonrecurring charges. Buyer shall not use or disclose such property to any third party or any one not having a need to know, including employees, without the prior written consent of Seller. Title to all tools, test equipment and facilities not furnished by Buyer or specifically paid for by Buyer as a separate line item under the Contract shall remain with Seller. Further, Seller does not agree to submit to Buyer as a result of the consideration paid under the Contract, any information, technical data or drawings which are proprietary to Seller; nor does Seller agree to grant to Buyer any patent rights, title or license without Seller's expressed prior written consent.

11. CHEMICAL COMPOSITION ASSESSMENT AND RESTRICTIONS: Assessment of Seller for compliance to REACH, RoHS, or any other restrictions of composition or construction shall be supplied by Seller only when requested by Buyer and available or where not available, quoted by Seller and funded by Buyer as a separate line item in the Contract. Compliance with any composition or construction restrictions may in many cases require consideration from Buyer to Seller; including cost, schedule and/or design modification, and may require Buyer funding if required by Buyer.

12. EQUIPMENT WARRANTIES AND REMEDY:

a) Seller warrants that each newly manufactured Product sold hereunder, and such portion of a repaired/refurbished Product as has been repaired or replaced by Seller under this warranty, shall be free from defects in material or workmanship at the time of shipment and shall perform during the warranty period in accordance with the specifications incorporated herein. Should any failure to conform to these warranties be discovered and brought to Seller's attention during the warranty period and be substantiated by examination at Seller's factory or by authorized field personnel, then at its own cost Seller shall correct such failure by, at Seller's option, repair or replacement of the nonconforming Product or portion thereof or return the unit purchase price of the nonconforming Product or component. Any Product returned for evaluation for repair that is deemed a non-warranty repair will be subject to a standard evaluation fee unless otherwise negotiated beforehand. This warranty does not apply to seals and other parts subject to wear and conditions of service. Buyer agrees that this remedy shall be its sole and exclusive remedy against Seller and that no other remedy shall be available or pursued by Buyer against Seller. In no event shall Seller be liable for any costs or expenses in excess of those described in this paragraph and expressly excluding any liability or damages for special, incidental or consequential damages.

The warranty period for newly manufactured Products shall extend twelve (12) months from the date of shipment by Seller unless a different warranty period is agreed to by Seller. The warranty period for repaired/refurbished articles shall extend for the unexpired warranty period of the Product repaired or replaced.

This warranty shall not extend to any Product that upon examination by Seller is found to have been subject to:

1) mishandling, misuse, negligence, accident, or abnormal wear and tear (which includes components with innate limited life) not reasonably expected with proper use and maintenance of the Products;
2) installation, operation or maintenance that either was not in accordance with Seller's specifications and instructions or otherwise improper;
3) tampering as evidence for example by broken seals, damaged packaging containers, etc.; or
4) repair or alteration by anyone other than Seller without Seller's express advance written approval.

Failure to promptly notify Seller in writing upon discovery of any non-conforming Products during the warranty period shall void the warranty as to such Products. Buyer shall describe any such non-conformities in detail, expressing its position as to return of any article under the remedy provided herein. No returns shall be accepted without prior approval by Seller who shall arrange transportation. The cost of transportation for articles returned to Seller and/or redelivered to Buyer shall be paid by Seller only if Seller is responsible for repair or replacement under this warranty. In the event the Product is found to conform to the specifications and requirements of the Contract, the transportation charges related to the return and re-delivery thereof are for the account of Buyer.

b) SELLER'S INSTALLATION WARRANTY: Seller warrants that all work here under shall be performed in accordance with the standards employed by Seller in performing the same or similar services for itself. Seller disclaims any and all other representations or warranties expressed or implied, including without limitation any representation or warranty that: (i) any unauthorized entry, burglary, theft, embezzlement or any other crimes will be prevented by the equipment and/or installation thereof; or that (ii) any particular purpose or standard of care intended or desired or any particular results will be achieved by Buyer through the installation and operation of the Products to be Delivered hereunder.

c) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PRODUCTS AND THEIR PERFORMANCE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY OF THE PRODUCTS OR OTHER MATERIALS PROVIDED BY SELLER. SELLER MAKES NO REPRESENTATION OR WARRANTY THE PRODUCTS OR ANY SERVICES DELIVERED HEREUNDER ARE FREE FROM INFRINGEMENT OF ANY PATENT, REGISTERED DESIGN, COPYRIGHT, TRADEMARK, TRADE SECRET, OR ANY OTHER INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES THAT ANY SERVICES OR PRODUCTS PROVIDED BY SELLER ARE OR WILL BE FREE OF ERRORS OR WILL OPERATE IN AN UNINTERRUPTED MANNER. BUYER'S SOLE REMEDIES FOR SELLER'S BREACH OF ANY AND ALL WARRANTIES, REPRESENTATIONS, COVENANTS OR UNDERTAKINGS UNDER SECTION 13 OF THIS CONTRACT, AND ITS SOLE REMEDIES WITH RESPECT TO SELLER'S LIABILITY OF ANY KIND ARISING FROM ANY SUCH BREACH, SHALL BE LIMITED SOLELY TO REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT OR REPERFORMANCE OF THE DEFECTIVE SERVICE.

13. CONFIGURATION STATUS AND SUBSTITUTION OF MATERIALS:

a) If the Contract does not specify the revision level of applicable drawings and specifications, then "No Revision Specified" or "NRS" shall be applicable. NRS shall be interpreted as "same as last build" or latest revision in Seller's engineering files, whichever is the most recent revision. Seller reserves the right to make substitution of materials without degrading the quality of product. Customer approval will be solicited when changes affect form, fit of function. Seller further reserves the right to discontinue any Products without notice and to change or modify specifications at any time without incurring any obligation to incorporate new or modified features in components or products previously sold or shipped.

b) If the Contract includes Military, Federal and Industry specifications and standards, Seller will comply with the issue specified in the Contract or, at Seller's discretion, any later issue.

14. LIMITATION OF LIABILITY:

a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY CONTRACT OF THE PARTIES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER SUCH PARTY KNEW OF OR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER FOR ANY CLAIMS, LOSSES, INJURIES, SUITS, DEMANDS, JUDGMENTS, LIABILITIES, COSTS, EXPENSES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS CONTRACT), AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, EXCEED THE UNIT PRICE OF THE PRODUCT SOLD WHICH GAVE RISE TO THE CLAIM.

c) THIS LIMITATION OF LIABILITY SHALL APPLY IRRESPECTIVE OF THE NATURE OR THE CAUSE OF ACTION OR INACTION INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORT, BREACH OF A STATUTORY DUTY OR LIABILITY OF A PARTY, ITS AFFILIATES, OR ITS AGENTS AND SUBCONTRACTORS. THESE LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES AND WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS CONTRACT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NO ACTION ARISING OUT OF THE SALE OF THE PRODUCTS OR THE PERFORMANCE OF ANY SERVICES UNDER THIS CONTRACT MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION FIRST ARISES.

15. CONFIDENTIALITY: All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with any Contract shall be held strictly confidential by Buyer and shall not be disclosed or made accessible by Buyer to any third parties without the prior written consent of Seller, provided that Buyer may, without such approval of Seller being required, disclose any such information to: (a) its employees or its affiliates' employees to the extent reasonably necessary for the performance of the relevant Contract, provided that such employees are bound by confidentiality obligations not less stringent than contained in these Terms; or (b) to the extent required by any applicable laws, any governmental authority or court order. Buyer's obligations referred to in this Article shall not apply to any information, which Buyer can prove by written evidence: (i) is or through no breach of these Terms by Buyer becomes generally known or available to the public; (ii) is known to Buyer at the time of disclosure; or (iii) is after disclosure by Seller disclosed to Buyer in good faith by a third party without breach of an obligation of secrecy to Seller. Seller shall be entitled to injunctive relief for any violation of this Section.

16. COMPLIANCE WITH LAW: Buyer shall comply with all applicable Federal, State and local laws including but not limited to: laws concerning procurement integrity (particularly subsections 27(a), (d) and (f) of the Office of Federal Procurement Policy Act, as amended, 41 U.S.C. §423 and FAR 3.104-3); DoD Directive 5500.7; Section 319 of the Interior and Related Agency Appropriation Act, Public Law 101-121, commonly

referred to as the "Byrd Amendment," (31 U.S.C. §1352); laws governing lobbying activities (2 U.S.C. §261 et seq., particularly § 267); laws prohibiting the giving of bribes (18 U.S.C. §201(b) or gratuities (18 U.S.C. §201 (c)); the U.S. Congressional Gift Rules; the Foreign Corrupt Practices Act of 1977, as amended, (15 U.S.C. §78m, 78dd-1, 78dd-2, and 78ff); and the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Parts 120-130), including, but not limited to, the reporting obligations set forth in 22 C.F.R. § 130.9. Buyer acknowledges that if Products purchased are to be exported, Buyer has the complete responsibility and agrees to comply with all export laws and regulations of the U.S. Department of Commerce and of the U.S. State Department.

17. INSURANCE: Buyer shall maintain its usual and customary insurance coverage for automobile, worker's compensation and third-party liability claims during performance of the Contract.

18. NON-WAIVER: Any delay or failure of Seller to enforce at any time any of the provisions of the Contract shall not constitute a waiver of such provisions or a waiver of the right of Seller to enforce any or all provisions. If any term or provisions of the Contract is held invalid or unenforceable by any court of competent jurisdiction, the remainder of the Contract shall continue to be valid and binding upon the parties unless performance thereof is rendered legally impractical and no longer fulfills the intention of the parties under the Contract.

19. APPLICABLE LAW AND FORUM FOR RESOLUTION OF DISPUTES: This Contract shall be deemed to have been made and performed in, and shall be construed, interpreted and the rights and obligations of the parties determined by the law of the State of New York, USA excluding choice of law rules. Buyer and Seller expressly agree that the United Nations Convention on Contracts for the International Sale of Goods is inapplicable to any Contract between them. All disputes that cannot be amicably resolved shall be decided by a state or federal court of competent jurisdiction located in the county of Erie, New York, USA.

20. ASSIGNMENT: Except as otherwise expressly provided herein, no assignment of the Contract or Buyer's rights under the Contract shall be made by Buyer without the prior written agreement of Seller. However, Seller may assign the Contract and its rights and obligations to any of its affiliates or subsidiaries in its sole discretion at any time and without additional consideration.

21. FORCE MAJEURE: In addition to other liability limitations herein contained neither party shall be responsible to the other for any loss or damage due to failure or delay in performance or Delivery of any of the Products or related services required under the Contract when such delay or failure is due to causes beyond the failing or delaying party's reasonable control. Such causes shall include without limitation fires, floods, epidemics, pandemics, quarantines, unusually severe weather, embargoes, wars, political strife, riots, delays in transportation, compliance with any regulation or directives of any national, state or local municipal government or authority and unforeseeable shortages in fuel, power, materials or labor. In the event a Force Majeure event lasts longer than ninety (90) days, Seller may terminate the Contract for its sole convenience and Buyer agrees to pay Seller's costs for work performed to date plus a reasonable profit as determined solely by Seller.

22. TERMS EXCLUSIVE: These Terms constitute the entire agreement between the parties concerning the subject matter hereunder and the parties acknowledge and agree that none of them has made any representation with respect to the Terms or any representations including the execution and Delivery hereof except as specifically set forth herein. These Terms shall exclusively apply to any Contract except as otherwise expressly agreed and stated in such Contract.

23. MODIFICATION: These Terms and the Contract may not be modified except by written instrument executed by the parties.