

## PURCHASE ORDER - STANDARD TERMS & CONDITIONS

For the purpose of the following purchase order, Quik Tek Machining, LLC. shall be hereinafter referred to as "Buyer" and the supplier to whom this purchase order is addressed to shall be hereinafter referred to as "Seller".

1. **Acceptance.** Seller shall acknowledge receipt and acceptance of this purchase order (the "PO") within five (5) days of its receipt by either returning to Buyer a signed copy of this PO or by a written acknowledgment of acceptance,
2. **Delivery.** The goods ("Goods") shall be delivered, in accordance with the terms prescribed in the PO, on time and at the place specified in the PO, unless otherwise instructed by Buyer in writing. The "promised dates" indicated on the PO represent the dates the Goods must be on-dock at the designated location. Such delivery schedule is deemed to be an essential and primary obligation of Seller to be performed. Goods shall be packaged and delivered as specified on the PO or otherwise suitably packed and shipped in accordance with standard methods recognized in the industry for goods of similar nature in order to prevent damage. Delivery in excess of five days prior to the specified delivery date will not be accepted without prior written consent by the Buyer. Buyer reserves the right to return to Seller, at Seller's risk and expense, all or any part of the Goods under this PO if deliveries made by Seller do not comply with Buyer's requirements or if any Goods are rejected upon inspection, which shall be considered as a breach of this PO.
3. **Price and Payment.** Payment shall be made in accordance with the payment terms indicated on the PO; after Buyer's acceptance and receipt of the invoice. In no case shall the payment terms start earlier than the delivery date indicated on the PO, without Buyer's prior written agreement.
4. **Invoice.** Seller shall send its invoice to the remittance address indicated on the PO and shall show a breakdown of non-recurring and recurring prices, if applicable, per item. The total price shall be stated in the applicable currency and the applicable taxes shall be shown as separate line item.
5. **Specifications.** Seller agrees to design, manufacture and supply the Goods and perform the Services under the PO in accordance with any applicable specifications or instructions specified by Buyer (the "Specifications") and shall be to the latest revision at placement of PO. Any other special dies, tools, or equipment required for the manufacture of the Goods shall be furnished by Seller and at no cost to Buyer. Seller acknowledges that the Specifications are Buyer's proprietary and/or confidential information. More specifically, Seller agrees to use the Specifications solely for the purpose specified in the PO. Seller agrees to return to Buyer such Specifications after the Goods have been delivered and Services performed under this PO. No substitutions or redesign can be made without Buyer's prior written approval.
6. **Supply Chain Authority.** While Buyer's engineering and technical personnel may from time to time render assistance to Seller concerning the Goods and Services to be furnished by Seller, Buyer's authorized Supply Chain Department Representative is the only individual authorized to direct/redirect Seller's effort, or in any way amend the terms of this PO.
7. **Changes.** Buyer shall have the right to make changes to this PO with respect to, and without limitation, specifications, method of shipment or packing, place of inspection, acceptance point or delivery, delivery schedule and quantities of Goods and Services. Such changes will be binding only if written or advised on a PO modification. Should any change to this PO requested by Buyer in relation to quantities of Goods and Services, or to the specifications, consequently cause an increase or decrease in the cost of performance, or the time required for performance of this PO, an equitable adjustment agreed between Seller and Buyer shall be made, provided that such equitable adjustment is reasonable and substantiated. Seller shall be deemed to have waived any claim for adjustment unless asserted in writing accompanied by a firm quotation of the cost or the additional time required for performance of the change within five (5) days from receipt by Seller of notification of the change. However, nothing in this Article shall relieve Seller from immediately proceeding with the performance of the PO as amended.
8. **Stop Work.** Buyer may, by written notice to Seller, require Seller to stop the performance of the work ("Stop Work Order") called for by this PO for a period not to exceed six (6) months. Within the period covered by the Stop Work Order, Buyer shall either 1) cancel the Stop Work Order, 2) issue a resume order 3) terminate the work covered by the Stop Work Order in accordance with the termination for convenience provisions herein.
9. **Quality Assurance and Inspection.** When applicable, Seller shall maintain a Quality Management System at an internationally recognized level, such as the one described in the latest AS9100. Furthermore, at all times, Seller shall meet or exceed the QTM "Supplier Quality Requirements." Buyer reserves the right to verify that the work in progress performed by Supplier complies with this PO and all related quality standards and requirements. Seller may be requested to participate in Customer's rate readiness surveys and customer program reviews.
10. **Import and Export Regulations.** Seller shall be solely responsible for obtaining and complying with, all applicable import and export laws including government approvals, licenses, or permits and relating to the Goods or Services, that might be necessary to either import or use the Goods in Buyer's country or to return the Goods to Buyer in case of breach of this PO, and shall assist Buyer in complying with all applicable laws and governmental orders and regulations and any applicable industry guidelines and standards, including the Customs-Trade Partnership against Terrorism (C-TPAT). Seller hereby declares that the Goods and Services do not include any item subject to export restrictions within the International Traffic in Arms Regulations (ITAR) and/or Canadian Controlled Goods Program (CCGP) and agrees to indemnify and hold Buyer and its customers harmless should any portions of the Goods and Services be or become subject to the application of such regulations. Moreover, Seller is not authorized to ship Goods from their location through United States Customs under Buyer's entity.
11. **Termination.** For Convenience: Buyer may terminate this PO without stating any reason and without any liability whatsoever within five (5) days following the submittal of such PO to Seller. Upon providing a thirty (30) day prior written notice to Seller, Buyer may terminate this PO for any reason at any time. Upon termination Seller shall be entitled solely to reimbursement of the reasonable direct cost Seller has incurred in the performance of this PO prior to the effective date of termination. In no event shall Buyer be liable for any consequential damages or lost profits, nor shall Buyer be liable for any damages that exceed the price(s) indicated on the PO. Seller's default: Buyer may terminate this PO immediately, should Seller:

(a) make a general assignment for the benefit of creditors, or shall any proceedings be instituted by any party or against it seeking to declare it bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its property; (b) make a material false or misleading statement, representation or claim in relation to this PO; (c) have its licenses, permits or authorization necessary to conduct its business be cancelled, suspended or otherwise revoked; (d) disclose, or attempt to use, otherwise than as authorized herein, in whole or in part, the Specifications or any Confidential Information, in contravention of this PO; or (e) fail to comply or breach any of the other terms and conditions of this PO. In the event of default, at Buyer's sole discretion and upon providing written notice to Seller of a default, Seller shall have ten (10) days to cure or remedy the default. Should Seller fail to cure or remedy the default, the PO shall be deemed terminated immediately. Should this PO be terminated by Buyer for Seller's default or as a result of a force majeure, as defined and interpreted under the applicable Law, Seller shall not be entitled to any reimbursement or damages. Termination of this PO in whole or in part shall be without prejudice to any other rights or recourses to which Buyer may be entitled. All Specifications and Confidential Information must be returned to Buyer immediately upon termination of this PO for any reason. All obligations of Seller under this PO which by their nature and context are intended to survive, shall survive the termination or expiration of this PO.

12. **Remedies.** In the event that Supplier defaults or breaches any of the provisions set forth in the PO, Buyer is entitled to recover from Seller all damages, including all costs and expenses Buyer incurs mitigating Seller's default, and all other costs and expenses, including reasonable attorney fees, resulting from such default or breach by Seller. Buyer shall also have the right to charge back Seller for transportation fees incurred by Buyer due to any non-compliance to any provision under this PO. Buyer shall, at all times, have the right to set off from any amount due to Seller hereunder any amount owed to Buyer pertaining to any provision of this PO or any other related agreement. In no event shall Buyer be liable, for any reason whatsoever, for any indirect, incidental, special, punitive or consequential damages of any nature whatsoever, including, without limitation, for loss of profits or business interruption. In addition to any other remedy provided in this PO for a default of any term of this PO, Buyer may pursue cumulatively against Seller any or all available remedies at law or equity.
13. **Confidential Information.** Under this PO, "Confidential Information" shall mean information of a technical, scientific or commercial nature, whether or not acquired through visits or discussions and whether or not covered by intellectual property rights, which is in the possession of or belonging to Buyer whether written or oral and whether or not explicitly designated as confidential. Seller agrees to keep the Confidential Information obtained hereunder in strict confidence and to use it only for the purpose of this PO, and otherwise not to disclose directly or indirectly to any third party, nor to use, copy, summarize, evaluate or incorporate within or outside of its business. Seller agrees that the Confidential Information should be accessed and disclosed only to its employees having a need to know who have been properly advised of the confidential nature of the Confidential Information, and who are under binding obligations of confidentiality, use and non-disclosure in conformity hereunder. The obligations of confidentiality, use and non-disclosure referred to in this Section 11 shall not apply to information which: (a) is or becomes publicly available through no fault of Seller; (b) was already in the rightful possession of Seller prior to its receipt from Buyer; (c) is independently developed by Seller; (d) is obtained by Seller in good faith and on a non-confidential basis and without a use restriction from a third party who lawfully obtained and disclosed such information; (e) is required to be disclosed by law. However, Confidential Information is not or does not come within the foregoing exceptions merely because features of it may be found separately or within a general disclosure in the public domain.
14. **Title.** Seller hereby sells, transfers and assigns to Buyer, all right, title and interest in and to the Goods as well as in the discoveries, inventions, deliverables and other results and/or items, produced by the performance of Services under the PO, and intellectual property rights related thereto. Buyer shall otherwise have all right to use, modify, further develop and create derivative works or otherwise alter, sell, distribute or otherwise transfer the Goods as part of products sold or services rendered by Buyer on a commercial basis. Title to and full ownership of the Goods will pass to Buyer upon delivery and acceptance of the Goods, or upon full payment of Seller's invoice, whichever occurs first.
15. **Warranty.** Seller warrants that it is the owner or of the intellectual property in the Goods or has the right to license the use of the Goods; and to Seller's knowledge, the rights granted in this PO do not infringe the intellectual property rights of any third party. Seller warrants that for a period of two (2) years from the delivery date to Buyer, or such longer period as it may be specified on the PO, the Goods, when used under normal conditions, will conform to Buyer's Specifications will be free from defect in design, materials, and workmanship. Seller further warrants that, for a period of two (2) years, or such longer period as may be specified on the PO, following the completion of any Services provided by Seller under this PO, that such Services shall (a) conform to the Specifications and (b) be of good quality and workmanship, (c) be performed in a professional manner conforming to generally accepted practices for the performance of such Services, (d) be free of defects, and (e) be suitable for the purposes intended. The warranties described herein shall be assignable to Buyer's customers. Should the Goods and Services not meet this said warranty, Buyer shall advise Seller within ninety (90) days of so becoming aware, and may require at its option, that Seller (a) uses commercially reasonable efforts to correct, at no cost to Buyer, any error or flaw in the Goods; (b) replace such Goods to make them meet the said warranty; or (c) re-perform the Services, or (d) refund to Buyer the portion of the price under this PO for the Goods and Services not meeting the said warranty. Seller shall be responsible for all cost related to the corrections of the Goods, including all labor costs incurred in the removal and re-installation of the defective Goods.
16. **Liability.** Seller agrees to indemnify, defend and hold harmless Buyer and Buyer's divisions and affiliates, successors and assigns and customers from and against any and all losses, injuries (including death), damages, liabilities, costs and expenses of any kind whatsoever (including reasonable attorneys' fees and other costs of defending any action) ("Losses") which such parties may sustain or incur in connection with its enforcement of this PO or as a result of any claim based upon a theory of negligence, breach of warranty or strict liability in tort, any proprietary or intellectual property right, except to the extent caused by Buyer, Buyer's divisions and affiliates, successors or assigns.
17. **Intellectual Property Rights.** Seller shall indemnify, defend and hold harmless Buyer and Buyer's divisions and affiliates, successors and assigns and customers against, at Seller's own expense, any action, claim or other proceeding brought against Buyer to the extent that it is based on a claim that the use of Goods infringes any copyright, trademark, or patent or other intellectual property right, or that Goods incorporate any misappropriated trade secret. Seller will pay any and all costs, damages, and expenses (including but not limited to reasonable attorneys' fees) awarded against Buyer or paid in settlement by Buyer in any such action, claim or proceeding attributable to any such claim. In addition, should Buyer be enjoined or directed to stop using the Goods as a consequence of a claim of third party infringement, Buyer shall have the right to require that Seller either (a) procure the right to use the infringing element of the Goods in accordance with this Agreement; (b) modify the affected Goods or parts thereof without detracting from its overall performance in order to cease the infringement; or (c) replace the affected Goods or parts thereof with alternative good that performs the substantially the same functions of the affected Goods.

18. **Precedence.** In the event of any conflict, inconsistency or ambiguity between the provisions of this PO, its attachments and/or specifications which constitute this PO and any related contract ("Contract") or any referenced documents, the following order of precedence in descending order shall apply: (a) the Contract, including its appendices and attachments; (b) the PO hereunder; (3) the technical specifications; (4) any other referenced document.
19. **Insurance.** Seller shall be responsible for maintaining, at Seller's expense, at all times during the term of this PO, all insurance that a reasonable and prudent seller would carry for the performance of the Services performed under this PO.
20. **Notices.** No notice or communication pertaining to this PO shall be deemed to have been duly given by Seller to Buyer unless addressed as follows: Quik Tek Machining, LLC, 1901 Southwest Blvd, Wichita, KS, 672131, Attention: Supply Chain Department. Any notice to Seller shall be addressed as stated on the Purchase order. Both parties may replace such address and representative by designating so in writing. Any such notice, demand, statement, request, requirement, consent or other communication in connection with this PO shall be given in writing hand delivered, by registered mail, or recognized courier. Such notice shall be deemed to have been received by the addressee: (a) on the day when same shall have been so delivered if delivered by hand; (b) on the day it was signed as received if registered or by courier.
21. **Assignment.** Seller shall not have the right to, directly or indirectly, in whole or in part, assign or transfer this PO or any interest or right herein, or subcontract any obligation to be performed herein, except with Buyer's prior written consent. This PO shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.
22. **Advertising.** Seller shall not in any advertising, sales promotion materials, press releases or any other publicity matters advertise this PO or use the name of Buyer or any entity in Buyer's group of companies without prior written consent of Buyer's External Communication Department.
23. **Independent Contractors.** The parties hereto are independent contractors engaged in the operations of their respective businesses. Neither party is, or is to be considered, as the agent or employee of the other for any purpose whatsoever. Neither party has the authority to enter into contracts or assume any obligations for the other party or make any warranties or representations on behalf of the other party. Nothing in this PO shall be construed to establish a relationship of co-partners or joint venture between the parties.
24. **Gratuities and Gifts.** If it is found that gratuities, in any form, are offered by Seller to any employee of Buyer with a view toward securing favorable treatment with respect to performing any obligations related to this PO and/or any related Contract, Buyer reserves its rights to terminate this PO and/or any related Contract for default without liability.
25. **Severability.** If any term or provision of this PO is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this PO so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner, in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
26. **Waiver.** The failure of Buyer to enforce at any time any of the provisions of this PO, or to require at any time the performance by Seller of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this PO or any part thereof, or the right of Buyer thereafter to enforce each and every such provision.
27. **Governing Laws.** The terms and conditions of this PO shall be governed and interpreted in accordance with the laws of the State of Kansas and the laws of the United States of America applicable therein, without reference to its conflict of law rules. The Parties also agree to specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.
28. **Entire Agreement.** this PO, with all documents referred to therein, constitute the entire agreement between the parties and supersede and cancel all prior discussions, representations, understandings or agreements whether verbal or written, between the parties hereto or their agents, with respect to or in connection with the subject matter hereof, save and except for the provisions of any confidentiality agreements whether verbal or written, between the parties hereto or their agents, which, by their nature or wording, are intended to remain in full force and effect.
29. **Hazardous Materials.**
  - (A) Hazardous materials shall be packaged, labeled, marked, and certified in compliance with applicable government and international regulations.
  - (B) A Materials Safety Data Sheet (MSDS) shall be mailed separately to Buyer (ATTN: Safety Manager) as set forth elsewhere within the terms of this Order.
  - (C) The MSDS shall also be included with the initial shipment of material and any time the material composition changes.