

1. Acceptance of Purchase Order (PO): Agreement by Seller to furnish the materials, products, or services hereby ordered, or its commencement of such performance, or acceptance of any payment, shall constitute acceptance by Seller of this PO subject to these terms and conditions. If this PO does not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase contained herein shall be void and of no effect unless specifically agreed to in writing by Buyer. Modifications hereof or additions hereto, to be effective, must be made in writing and signed by Buyer's purchasing representative. These terms and conditions, together with any referenced exhibits, attachments or other documents, constitute the entire agreement between the parties with respect to the subject matter of this PO; and supersede any prior or contemporaneous written or oral agreements pertaining to this PO.

2. Shipping Instructions:

(a) Seller shall be responsible for ensuring adequate and/or compliant packaging of materials hereunder. No charges will be allowed for packing, crating, freight, local cartage, and/or any other services unless so specified in this PO.

(b) If Seller uses wood packaging materials (e.g., pallets, crates, boxes, dunnages, cases, skids, and/or pieces of wood) to support or brace cargo being imported into the United States, it shall be heat treated or fumigated with methyl bromide in accordance with U.S. Environmental Protection Agency (EPA) label instructions and include a mark that certifies the wood completed the required treatment under the "Guidelines for Regulating Wood Packaging Material in International Trade," ISPM 15 of the International Standards of Phytosanitary Measures (ISPM) and any associated amendments, revisions, or exemptions identified by the U.S. Department of Agriculture, Animal and Plant Health Inspection Service (APHIS).

(c) Seller shall at all times comply fully with Buyer's written shipping instructions and International Commercial Terms "INCOTERMS 2000" reflected on the PO. Unless otherwise directed, all items shipped on the same day from and to a single location must be consolidated on one bill of lading or airbill, as appropriate. Seller shall submit all required shipping papers to Buyer prior to final payment. For material purchased F.O.B. origin, Seller shall not insure and not declare a value except when transportation rates are based on "released value," in which instance Seller shall annotate on the bill of lading the lowest released value provided in applicable tariffs.

(d) PO number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading, airbills, and invoices.

(e) Invoices shall be produced entirely in English and shall include the specific elements set forth in within the PO.

3. Delivery and Notice of Delay:

(a) Time is of the essence and failure to deliver in accordance with the delivery schedule under this PO, if unexcused, shall be considered a material breach of this PO. No acts of Buyer, including without limitation modifications of this PO or

acceptance of late deliveries, shall constitute waiver of this provision.

(b) Seller shall notify Buyer in writing immediately of any actual or potential delay to the performance of this PO. Such notice shall include a proposed revised schedule but such notice and proposal or Buyer's receipt or acceptance thereof shall not constitute a waiver to Buyer's rights and remedies hereunder.

4. Termination for Convenience:

(a) Buyer may, by notice in writing, terminate this PO or work under this PO for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of work under the PO.

(b) In the event of termination for convenience by Buyer, Seller shall be reimbursed for actual, reasonable, substantiated, and allocable costs, plus a reasonable profit for work performed to date of termination. Any termination settlement proposal shall be submitted to Buyer promptly, but no later than ninety days from the effective date of the termination. In no event shall the amount of any settlement be in excess of the PO value. Buyer may take immediate possession of all work so performed upon written notice of termination to Seller.

5. Termination for Default:

(a) Subject to paragraphs (c) and (d) below, Buyer may, by notice in writing, terminate this PO in whole or in part at any time for breach of any one or more of its terms, for Seller's failure to make progress so as to endanger performance of this PO, for Seller's failure to provide adequate assurance of future performance, or for Seller becoming insolvent or making a general assignment for the benefit of creditors, or if Seller files or has filed against it a petition of bankruptcy or pursues any other remedy under any other law relating to the relief for debtors, or in the event a trustee or receiver is appointed for Seller's property or business; or assignment. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of work under the PO.

(b) In the event of Seller's default hereunder, Buyer may exercise any or all rights accruing to it, both at law or in equity.

(c) If this PO is terminated for default, Buyer may require Seller to transfer title and deliver to Buyer, as directed by Buyer, any (i) completed supplies, and (ii) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that Seller has specifically produced or acquired for the terminated portion of this PO. Upon direction of Buyer, Seller shall also protect and preserve property in its possession in which Buyer has an interest.

(d) Buyer shall pay the PO price for completed supplies delivered or services performed and accepted. Seller and Buyer shall agree on the fair and reasonable amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property.

6. Force Majeure: Except for defaults of Seller's subcontractors at any tier, neither Buyer nor Seller shall be liable for any failure to perform due to any cause beyond their reasonable control and

without their fault or negligence. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. If performance of this PO is hindered, delayed, or adversely affected by causes of the type described above ("Force Majeure"), then the Party whose performance is so affected shall so notify the other Party's Authorized Representative in writing and, at Buyer's option, this PO shall be completed with such adjustments to delivery schedule as are reasonably required by the existence of Force Majeure or this PO may be terminated for convenience pursuant to paragraph 4. Failure of any relevant government to issue any required import or export license, or withdrawal/termination of a required import or export license by such relevant government, shall relieve Buyer of its obligations under this PO, and shall relieve Seller of its corresponding obligations.

7. Disputes:

(a) Any dispute arising under or in connection with this PO shall be governed by and interpreted in accordance with paragraph 20, Governing Law, below.

(b) If a dispute cannot be resolved to both Parties' mutual satisfaction, after good faith negotiations, within ninety calendar days from the date the written claim is received by the other Party, or such additional time as the Parties agree upon, in writing, such dispute shall be settled in Washington, D.C. by arbitration in the English language in accordance with the Rules of the American Arbitration Association. The Appointing Authority shall be the president of the American Arbitration Association. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitrator(s) award may include compensatory damages against either Party. Under no circumstances will the Arbitrator(s) be authorized to, nor shall they, award punitive damages or multiple damages against either Party. The Arbitrator(s) shall have the authority but not the obligation to award the costs of arbitration and reasonable attorney's fees to the prevailing Party; however, if the Arbitrator(s) do not award such costs and fees, each Party will be responsible for its costs incurred in arbitration except that the costs and fees imposed by the Arbitrator(s) for their expenses shall be borne equally by the parties.

(c) Pending any final decision, or the settlement of any dispute arising under this PO, Seller shall proceed diligently, as directed by Buyer, with performance of the PO.

(d) To the maximum extent permitted by law, the parties waive any right to a jury trial.

(e) Except as may be expressly set forth in this document with the Government Contracting Officer's express consent, the Subcontractor shall not acquire any direct claim or direct course of action against the Government.

8. Remedies:

(a) Except as otherwise provided herein, the rights and remedies of both parties hereunder shall be in addition to their rights and remedies at law or in equity. Failure of either party to enforce

any of its rights shall not constitute a waiver of such rights or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies; rather, the same shall remain in full force and effect.

(b) Buyer shall be entitled at all times to set off any amount owing at any time from Seller or any of its affiliated companies to Buyer, against any amount payable at any time by Buyer or any of its affiliated companies to Seller.

9. Proprietary Rights:

(a) Unless otherwise expressly agreed in writing to the contrary, all specifications, information, data, drawings, software, and other items supplied to Buyer by Seller shall be disclosed to Buyer on a non-proprietary basis and may be used and/or disclosed by Buyer without restriction unless (i) otherwise required by the U.S. Government Regulations or other government regulations referred to below, or (ii) Buyer has executed a separate agreement restricting the use and disclosure of such information, data, software, and the like.

(b) Unless otherwise expressly agreed in writing to the contrary and subject to paragraph 9(d) below, all specifications, information, data, drawings, software, and other items which are (i) supplied to Seller by Buyer or (ii) obtained or developed by Seller in the performance of this PO or paid for by Buyer shall be proprietary to Buyer, shall be used only for purposes of providing goods or services to Buyer pursuant to this PO, and shall not be disclosed to any third party without Buyer's express written consent. All such items supplied by Buyer or obtained by Seller in performance of this PO or paid for by Buyer shall be promptly provided to Buyer on request or upon completion of this PO.

(c) Unless otherwise expressly agreed in writing to the contrary and subject to paragraph 9(d) below, any invention or intellectual property first made or conceived by Seller in the performance of this PO or which is derived from or based on the use of information supplied by Buyer shall be considered to be the property of Buyer, and Seller shall execute such documents necessary to perfect Buyer's title thereto. Unless otherwise expressly agreed in writing to the contrary and subject to paragraph 9 (d) below, any work performed pursuant to this PO which includes any copyright interest shall be considered a "work made for hire." To the extent any of such copyright interests do not qualify as a "work made for hire" (hereinafter "Non-Qualifying Work(s)"), Seller agrees to assign and does hereby assign to Buyer all its rights, title, and interest in and to any of such Non-Qualifying Work(s). Seller's assignment shall become effective immediately upon creation of the Non-Qualifying Work(s).

(d) Applicable U.S. Government Procurement Regulations incorporated into this PO shall, when applicable, take precedence over any conflicting provision of this paragraph 9 to the extent that such Regulations so require. The incorporation by reference of such U.S. Government Procurement Regulations dealing with subcontractor rights in Technical Data, subject inventions, copyrights, software, and similar intellectual property are not intended to, and shall not, unless otherwise required by applicable law, obviate or modify any greater rights

which Seller may have previously granted to Buyer pursuant to prior agreements between the parties.

10. Buyer's Property:

(a) All drawings, tools, jigs, dies, fixtures, materials, and other property supplied or paid for by Buyer shall be and remain the property of Buyer; if Seller fails to return such property upon Buyer's demand, Buyer shall have the right, upon reasonable notice, to enter Seller's premises and remove any such property at any time without being liable for trespass or damages of any sort.

(b) All such items shall be used only in the performance of work under this PO unless Buyer consents otherwise in writing.

(c) Material made in accordance with Buyer's specifications and drawings shall not be furnished or quoted by Seller to any other person or concern without Buyer's prior written consent.

(d) Seller shall have the obligation to maintain any and all property furnished by Buyer to Seller and shall be responsible for all loss or damage to said property except for normal wear and tear.

(e) Records to account for all drawings, tools, jigs, dies, fixtures, materials, and other property supplied or paid for by Buyer shall be maintained by both Buyer and Seller.

11. Release of Information: Seller shall not publish, distribute, or use any information developed under or about the existence of this PO or the Buyer's Customers, or use the Buyer's corporate name (or the name of any division, affiliate, or subsidiary thereof), logo, trademark, service mark, or trade dress for the purpose of advertising, making a news release, creating a business reference, creating web site content, or for products or service endorsement without prior written approval of Buyer.

12. Order of Precedence:

(a) No other documents may supersede the FAR or DFARS clauses where the prime contract is with the Government. In the event of any inconsistency or conflict between or among the provisions of this PO, such inconsistency or conflict shall, subject to paragraph 9(d) above, be resolved by the following descending order of preference:

- (1) Order-specific provisions which are typed or handwritten on the PO as additions to the pre-printed terms;
- (2) Documents incorporated by reference on the face page(s) of this PO;
- (3) These International General Terms and Conditions of Purchase and any Federal Acquisition Regulation (FAR) or Defense Federal Acquisition Regulation Supplement (DFARS) provisions incorporated by reference;
- (4) Statement of Work (SOW); and
- (5) Specifications attached hereto or incorporated by reference. Buyer's specifications shall prevail over those of the United States Government, and both of the former shall prevail over specifications of Seller.

(b) In the event of conflict between specifications, drawings, samples, designated type, part number, or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by Buyer, and samples over designated type, part number, or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements

of this PO, Seller must, before proceeding, consult Buyer, whose written interpretation shall be final.

13. Warranty:

(a) Seller warrants the materials delivered pursuant to this PO shall (i) be new; (ii) not be Counterfeit Items; and (iii) be free from defects in workmanship, materials, and design and be in accordance with all the requirements of this PO. Seller further warrants that it shall perform the work and services under this PO in accordance with the requirements of this PO and in conformance with high professional standards. These warranties shall survive final acceptance and payment.

(b) This warranty entitlement shall inure to the benefit of both Buyer and Buyer's customers. As used in this PO, Buyer's customer(s) shall include its direct and indirect customers (e.g., direct sale end-users, higher tier subcontractors, prime contractors, and the ultimate user under relevant prime contract).

(c) Seller shall be liable for and save Buyer harmless from any loss, damage, or expense whatsoever that Buyer may suffer from breach of any of these warranties. Remedies shall be at Buyer's election, including repair, replacement, or reimbursement of the purchase price of nonconforming materials and, in the case of services, either correction of the defective services at no cost or reimbursement of the amounts paid for such services.

(d) For purposes of this paragraph 13, Warranty, a Counterfeit Item is defined to include, but is not limited to:

- (1) an item that is an illegal or unauthorized copy or substitute of an Original Equipment Manufacturer ("OEM") item;
- (2) an item that does not contain the proper external or internal materials or components required by the OEM or that is not constructed in accordance with OEM design;
- (3) an item or component thereof that is used, refurbished, or reclaimed but Seller represents as being a new item;
- (4) an item that has not successfully passed all OEM required testing, verification, screening, and quality control but that Seller represents as having met or passed such requirements; or
- (5) an item with a label or other marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM item is a genuine OEM item when it is not.

14. Inspection:

(a) All material and workmanship shall be subject to inspection and test at all reasonable times and places by Buyer or Buyer's customer before, during, and after performance and delivery. Buyer may require Seller to repair, replace, or reimburse the purchase price of rejected material or Buyer may accept any materials and, upon discovery of nonconformance, may reject or keep and rework any such nonconforming materials. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or reinspection by Buyer shall be at Seller's expense. Buyer's acceptance of material, products, and services shall not be deemed to diminish Buyer's rights or be final or binding on Buyer if latent defects, fraud, or misrepresentation on the part of Seller exists.

(b) If inspection and test are made on the premises of Seller or Seller's lower-tier subcontractors, Seller shall furnish without

additional charge all reasonable facilities, information, and assistance necessary for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this paragraph are supplementary to and not in lieu of the provisions of paragraph 14(a) above.

(c) Buyer's failure to inspect does not relieve Seller of any responsibility to perform according to the terms of this PO.

15. Changes:

(a) Buyer shall have the right by written order to suspend work or to make changes from time to time in the services to be rendered or the materials to be furnished by Seller hereunder or the delivery date. If such suspension or changes cause an increase or decrease in the cost of performance of this PO or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the PO shall be modified in writing accordingly. Any claim by Seller for adjustment under this paragraph 15(a) must be asserted in writing within twenty (20) days from the date of receipt by Seller of notification of the change or suspension and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures. However, nothing herein shall excuse Seller from proceeding with this PO as changed pending resolution of the claim.

(b) Information, advice, approvals, or instructions given by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Buyer's and Seller's rights and obligations hereunder unless set forth in writing which is signed by Buyer's purchasing representative and which states it constitutes an amendment or change to this PO.

16. Infringement: Seller warrants that all work, materials, products, services, equipment, parts, and other items provided by Seller pursuant to this PO, which are not of Buyer's design, shall be free from claims of infringement (including misappropriation) of third party intellectual property rights and that any use or sale of such items by Buyer or any of Buyer's customers shall be free from any claims of infringement. Seller shall indemnify and save Buyer and its customers harmless from any and all expenses, liability, and loss of any kind (including all costs and expenses including attorneys' fees) arising out of claims, suits, or actions alleging such infringement, which claims, suits, or actions Seller hereby agrees to defend at Seller's expense if requested to do so by Buyer. Seller may replace or modify infringing items with comparable goods acceptable to Buyer of substantially the same form, fit, and function so as to remove the source of infringement, and Seller's obligations under this PO including those contained in paragraph 13 and in this paragraph 16 shall apply to the replacement and modified items. If the use or sale of any of the above items is enjoined as a result of such claim, suit, or action, Seller, at no expense to Buyer, shall obtain for Buyer and its customers the right to use and sell said item.

17. Taxes: Unless this PO specifies otherwise, the price of this PO includes, and Seller is liable for and shall pay, all taxes, impositions, charges, customs duties or tariffs, and exactions imposed on or measured by this PO except for applicable sales and use taxes that are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges, or

exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption. To the extent that Buyer is required to do so under applicable law or tax regulations, Buyer may deduct from any payments due to Seller pursuant to this PO such taxes as Buyer is required to withhold from such payments and pay such taxes to the relevant tax authorities; provided, however, that Buyer provides Seller with relevant tax receipts or other suitable documentation evidencing the payment of such taxes promptly after such taxes are paid.

18. Assignments, Subcontracting, and Organizational Changes:

(a) Seller may not assign any rights or delegate any of its obligations due or to become due under this PO without the prior written consent of Buyer. Any purported assignment or delegation by Seller without such consent shall be void. Buyer may assign this PO to (i) any affiliated company, (ii) any successor in interest, or (iii) Buyer's customer.

(b) Seller may not subcontract any part of this PO without the prior written consent of Buyer. Buyer shall not be obligated to any subcontractor for the materials, products, or services of any subcontractor whether or not Buyer has consented to or designated a subcontractor. Approval of a subcontractor is not a release or waiver of any obligation of Seller or right of Buyer. Seller is responsible for all actions or inactions of any subcontractor and shall bind its subcontractors for the benefit of Seller and Buyer to perform its obligations under these terms. If Seller subcontracts any part of the work outside the country of purchase, Seller shall be responsible for customs formalities and clearances to the country of PO placement, unless the PO states otherwise, and Buyer may direct the contract of carriage. Seller shall agree with Buyer on a mutually acceptable customs broker, but Seller shall in no way be relieved from its responsibilities for customs formalities and clearances, including the actions of the selected customs broker. Any subcontract awarded to a foreign person, as defined in the International Traffic in Arms Regulations or the Export Administration Regulations, must comply with the Export and Import Compliance Controls clause herein.

(c) Seller shall promptly notify Buyer in writing of any organizational changes made by Seller, including name or ownership changes, mergers, or acquisitions.

19. Compliance With Law:

(a) Seller warrants that it shall comply with all applicable Federal, State, and local laws, rulings, and regulations of the United States of America, including the Foreign Corrupt Practices Act, 15 U.S.C. 78 et seq. (the "FCPA"), and all laws and regulations of Seller's country, during the performance of this PO.

(b) Seller represents and warrants to, and covenants and agrees with, Buyer that:

(1) Seller is familiar with the FCPA and its purposes. In particular, Seller is familiar with the FCPA's prohibition of the acts described herein.

(2) In connection with its performance of this PO, Seller has not, directly or indirectly, offered, paid, given, promised to pay or give, or authorized the payment or giving of any money, gift, or anything of value, and will not, directly or

indirectly, offer, pay, give, promise to pay or give, or authorize the payment or giving of any money, gift, or anything of value to:

- a) any foreign official (as defined herein), any foreign political party or official thereof, or any candidate for foreign political office; or
 - b) any person while knowing that all or a portion of such money, gift, or thing of value will be offered, paid, given, or promised, directly or indirectly, to any such foreign official, foreign political party or official thereof, or to any candidate for foreign political office (each such official, political party or official thereof, or candidate or person being herein called a "Restricted Person"); or
 - c) any officer, director, shareholder, employee, or agent of any foreign government entity or person for the purpose of influencing any act or decision of such foreign official, foreign political party or official thereof, candidate or person, officer, director, shareholder, employee, or agent in his, her, or its official capacity, or inducing such foreign official, foreign political party or official thereof, candidate or person to do or omit to do any act in violation of the lawful duty of such foreign official, foreign political party or official thereof, candidate or person, or securing any improper advantage; or inducing such foreign official, foreign political party or official thereof, candidate or person, officer, director, shareholder, employee or agent to use his, her or its influence with any foreign government or instrumentality thereof or any customer to affect or influence any act or decision of such foreign government or instrumentality or customer; in order to assist Buyer in obtaining or retaining business with, or directing business to, any person. As used herein, "foreign official" means any officer or employee of a foreign government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization.
- (3) None of Seller's officers, directors, shareholders, employees, or agents is a Restricted Person. Neither Seller nor any of its shareholders, directors, officers, employees, or agents has performed or will perform any act which would constitute a violation of the FCPA or which would cause Buyer to be in violation of the FCPA.
- (4) No Restricted Person has a right to share directly or indirectly in any compensation payable under this PO. No payment will be made hereunder to any person other than Seller; and no payment will be made to Seller under this PO other than the payment of the compensation in accordance with the terms hereof. No compensation payable hereunder has been used, nor will be used, for any activity or purpose that would violate the FCPA or that might expose Buyer to liability under the FCPA.

(5) Any modification or amendment to this PO shall be deemed a re-certification of the accuracy and truthfulness of the foregoing representations and warranties of this paragraph 19.

- (c) Seller certifies that neither Seller nor anyone employed by Seller is in violation of applicable federal statutes such as the Defense Acquisition Improvement Act of 1986 and the Post-Employment Restrictions Act of 1988 with regard to the employment of former government officers and employees and Paragraph 423, Title 41 of the United States Code prohibiting certain activities by competing contractors and Government procurement officials during the conduct of Federal procurements involving soliciting or discussing post-government employment, offering or accepting a gratuity, or soliciting or disclosing proprietary or source selection information.
- (d) The provisions of this paragraph 19 shall be included in any agreement between Seller and any consultant or subcontractor operating in the United States. Seller and its employees who are employed by Seller to perform Seller's obligations and work under this PO are in compliance with federal statutes and regulations applicable to federal procurements, including but not limited to: (i) 18 U.S.C. 207 restricting the employment of former government employees; (ii) 41 U.S.C. 423 (Procurement Integrity as set forth at FAR 3.104) prohibiting, during the conduct of Federal Procurements, the soliciting or discussing post-government employment, offering a gratuity, or soliciting or disclosing proprietary or source selection information; and (iii) the Honest Leadership and Open Government Act of 2007.
- (e) Seller further agrees to save Buyer harmless and indemnify Buyer from any loss, damage, fine, penalty, or expense whatsoever that Buyer may suffer as a result of Seller's failure to comply with its certification under paragraph 19(b) above.

20. Governing Law:

- (a) This PO shall be governed and construed in accordance with the laws of the Commonwealth of Virginia within the United States without regard to its conflicts of laws provisions, except that any provision in this PO that is: (i) incorporated in full text or by reference from the Federal Acquisition Regulation (FAR) or; (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the United States Government.
- (b) Seller shall procure all licenses/permits, and pay all fees and other required charges, and shall comply with all applicable guidelines and directives of any United States or foreign local, state, and/or federal governmental authority.
- (c) The provisions of the "United Nations Convention on Contracts for International Sale of Goods" shall not apply to this PO, including any amendments or changes to this PO.

21. Customs Trade Partnership Against Terrorism (C-TPAT) Program:

- (a) The U.S. Bureau of Customs and Border Protection has created the Customs Trade Partnership Against Terrorism ("C-TPAT") program in which the U.S. Government and businesses

will work to protect the supply chain from the introduction of terrorist contraband (weapons, explosives, and biological, nuclear, or chemical agents, etc.) in shipments originating from off-shore of the United States to Buyer, drop shipments to its sub-tier suppliers, or drop shipments to its customers originating from off-shore of the United States. Seller shipments through U.S. importers, from manufacturers in foreign countries, and brokers/freight forwarders/carriers must be contracted or assigned with transportation companies that are C-TPAT participants certified and/or validated by the U.S. Customs Service.

(b) Seller agrees to take such reasonable measures as may be required by Buyer to ensure the physical integrity and security of all shipments under this PO against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, weapons, or weapons of mass destruction or introduction of unauthorized personnel in transportation conveyances or containers. Such measures may include, but are not limited to, physical security of manufacturing, packing, and shipping areas; restrictions on access of unauthorized personnel to such areas; personnel screening to the maximum limits of law or regulations in Seller's or manufacturer's country; and development, implementation, and maintenance of procedures to protect the security and integrity of all shipments.

(c) Seller also agrees that during the period in which it ships materials or products to Buyer, it and its subcontractors who either ship directly or package materials or products for shipment will either (i) be certified under the C-TPAT program by the U.S. Bureau of Customs and Border Protection or (ii) demonstrate to Buyer's satisfaction that it meets the security requirements of C-TPAT. Accordingly, Seller must either provide Buyer with documentation that it and such subcontractors are certified (e.g., C-TPAT certification or Status Verification Interface [SVI] number) or provide documentation and evidence satisfactory to Buyer to demonstrate compliance with C-TPAT security requirements. C-TPAT requirements can be found at:

http://www.cbp.gov/xp/cgov/trade/cargo_security/ctpat/.

22. Trade Agreements: If materials or products will be delivered to a destination country having a trade preferential, customs union agreement, or customs program ("Trade Agreement") with Seller's country, Seller shall cooperate with Buyer to review eligibility of materials, products, or services for any special program for Buyer's benefit and provide Buyer required documentation to support the applicable special customs programs to allow duty free or reduced duty entry of materials or products into the destination country. Similarly, should any Trade Agreement applicable to the scope of a PO exist at any time during its term and be of benefit to Buyer in Buyer's judgment, Seller shall cooperate with Buyer's efforts to realize any such available credits, including counter-trade or offset credit value, which may result from such PO, and Seller acknowledges that such credits and benefits shall inure solely to Buyer's benefit. Seller shall agree and cooperate with any verification audit/on-site inspection at Seller's facilities requested by Buyer or Buyer's Customs authorities to verify compliance with the rules of origin requirements.

23. Responsibility and Insurance: Seller shall be responsible for the actions and failure to act of all parties retained by, through, or under Seller in connection with the performance of this PO. Seller shall also maintain and cause its subcontractors to maintain such General Liability, Property Damage, Employer's Liability, and Workers' Compensation Insurance, Professional Errors and Omissions Insurance, and Motor Vehicle Liability (Personal Injury and Property Damage) Insurance as are specified in this PO or, if none are specified, such amount as will protect Seller (and its subcontractors) and Buyer from said risks and from any claims under any applicable Workers' Compensation, Occupational Disease, and Occupational Safety and Health statutes. Seller shall provide Buyer with certificates evidencing required insurance upon Buyer's request.

24. Indemnity Against Claims:

(a) Seller shall keep its work and all items supplied by it hereunder and Buyer premises free and clear of all liens and encumbrances, including mechanic's liens, in any way arising from performance of this PO by Seller or by any of its vendors or subcontractors. Seller may be required by Buyer to provide a satisfactory release of liens as a condition of final payment.

(b) Seller shall, without limitation, indemnify and save Buyer and its customer(s) and their respective officers, directors, employees, and agents harmless from and against (i) all claims (including claims under Workers' Compensation or Occupational Disease laws or other equivalent laws in Seller's country) and resulting costs, expenses, and liability which arise from personal injury, death, or property loss or damage attributed to, or caused by, the materials, products, goods, services, or other items supplied by Seller, its subcontractors, agents, or employees in performance of this PO, including, without limitation, latent defects in such materials, products, goods, services, or other items, except to the extent that such injury, death, loss, or damage is caused solely and directly by the negligence of Buyer, and (ii) all claims (including resulting costs, expenses, and liability) by the employees of Seller or any of its subcontractors.

(c) If Seller fails to defend, hold harmless, and indemnify Buyer as provided in this clause, then Seller shall pay for any damages, attorney's fees, and any other fees, costs, and expenses that may be incurred by Buyer in the defense of any action related to this PO and/or in the prosecution of any action to enforce the provisions of this clause.

25. Currency: Payment will be in United States dollars unless otherwise agreed to by specific reference in this PO.

26. Export/import Controls:

(a) Seller hereby certifies that it understands its obligations to comply with U.S. International Traffic in Arms Regulations ("ITAR") and the U.S. Export Administration Regulations ("EAR") and the terms of any U.S. Department of State or U.S. Department of Commerce export license or export or temporary import exemption/exception applicable to this PO.

(b) Seller shall exercise strict control covering the disclosure of and access to technical data, information, and other items received under this PO in accordance with U.S. export control laws and regulations, including but not limited to the ITAR. Seller agrees that no technical data, information, or other items

provided by Buyer in connection with this PO shall be provided to any Non-U.S. Persons or to a foreign entity, including without limitation, a foreign employee or subsidiary of Seller (including those located in the U.S.), without the express written authorization of Buyer and Seller's obtaining of the appropriate export license, Technical Assistance Agreement, or other requisite documentation for ITAR-controlled technical data or items. Seller shall consult with Buyer to determine whether the information provided by Buyer is technical data as outlined in the ITAR (22 CFR 120-130) prior to any release to a third party abiding by the terms outlined herein. Seller shall indemnify Buyer for all liabilities, penalties, losses, damages, costs, or expenses that may be imposed on or incurred by Buyer in connection with any violations of such laws and regulations by Seller.

(c) The following restrictions shall apply to all technical data, as that term is defined in ITAR 22 CFR 120-130, including paragraph 120.6, 120.9, and 120.10, including, but not limited to, drawings, designs, specifications, process specifications, process information, know-how information, technical assistance, detailed process information, manufacturing know-how, and other technical documents and information furnished or disclosed to Seller by Buyer (herein called "Technical Data") and to any materials or products manufactured by use of Technical Data.

(d) Seller shall comply with ITAR and shall not disclose any Technical Data for any purpose not contemplated under the terms of this PO and the licensed authorization described in paragraph (b), above. Sublicensed disclosure of Technical Data to any authorized third party requires a Non-Disclosure Agreement (NDA). Third parties include Seller's subcontractors or potential subcontractors; i.e., non-United States subcontractors or any subcontractor, U.S. or foreign, located outside of the United States. The NDA requires compliance with ITAR and specifically the required provisions for Technical Assistance Agreements (TAAs) or Manufacturing License Agreements (MLAs) in ITAR paragraphs 124.8 and 124.9 respectively. To the extent that this paragraph 26 is included without change in any subcontract, it will serve as the required NDA. Whether addressed in a separate NDA or through the application of this paragraph 26, the NDA must be maintained on file for a period of five years after PO completion. Seller, upon execution of each NDA obtained pursuant to this paragraph 26 (or a PO containing this paragraph 26), shall provide a copy to Buyer. The complete content of this paragraph (d) must be included in all agreements or POs issued to all affected subcontractors at any tier.

(e) The importer/exporter of record has obtained, or will obtain and properly use, U.S. Government import/export authorization to furnish to Seller any defense articles, Technical Data, defense services, software, and/or other controlled items (collectively referred to herein as "Controlled Items") which are necessary for Seller to perform this PO and which require such authorization. Such Controlled Items are authorized for export only to Seller's country for use by Seller and may not, without the prior written approval of the U.S. Government, be transferred, transshipped on a non-continuous voyage, or otherwise disposed of in any

other country, either in their original form or after being incorporated into other end items. If so requested by the importer/exporter of record, the other party shall assist in obtaining such authorization. If U.S. Government import/export authorization is not available, cannot be obtained, or is obtained and subsequently revoked, Controlled Items to be delivered or exchanged pursuant to this PO shall not be imported, exported, or re-exported. Resale or other transfer of items delivered or exchanged pursuant to this PO shall be in accordance with this clause. Seller shall comply with the instructions or requirements of any attachment to this PO pertaining to import documentation necessary to comply with U.S. customs regulations.

(f) U.S. Government import/export authorization is based on the following ITAR requirements and on all applicable export licenses with which Seller agrees to comply:

(1) Seller shall use Controlled Items furnished by Buyer only in the manufacture of materials or products in accordance with this PO.

(2) Seller shall not disclose or provide Controlled Items furnished by Buyer to any foreign person either in the United States or abroad before obtaining written authorization from Buyer or from the U.S. Department of State Office of Defense Trade Controls, except that if Seller is itself a foreign person, it may disclose or provide Controlled Items furnished by Buyer to Seller's employees who are nationals of Seller's country.

(3) Seller acquires no rights in Controlled Items furnished by Buyer except to use them to perform this PO. Seller shall not purport to convey to any subcontractor or person any greater rights in the Controlled Items than Seller has been authorized by the U.S. Government. Seller may convey to subcontractors the right to use the Controlled Items only as required to perform their subcontracts.

(4) Seller shall deliver the materials or products manufactured in accordance with this PO only to Buyer in the United States or, with Buyer's authorization, to the U.S. Government.

(5) On completion or termination of this PO, Buyer may require Seller to (i) return to Buyer all technical data furnished by Buyer pursuant to this PO or (ii) destroy such technical data and to certify in writing to such destruction.

(6) Seller shall impose these requirements, (1) through (6) inclusive, suitably revised to properly identify the parties, on all subcontractors to whom Seller intends to furnish Controlled Items provided by Buyer for use by the subcontractors in performance of subcontracts.

(g) Seller agrees, in addition to the above procedures established by the ITAR, to place the following legend on all Technical Data obtained, used, generated, or delivered in performance of this PO: "WARNING—Information Subject to Export Control Laws. This document, or software if applicable, contains information subject to the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulation (EAR) of 1979. This information may not be exported, released, or disclosed to foreign persons, whether within or outside the United States, without first complying with the export license requirements of

the ITAR and/or the EAR. Include this notice with any reproduced portion of this document.”

(h) When requested by Buyer’s Authorized Representative or agent, Seller shall, promptly and without additional cost, furnish Buyer with any documentation, including import certificates or end-user statements from Seller or Seller’s government, which is reasonably necessary to support Buyer’s application for U.S. import or export authorizations. Buyer shall not be responsible for delays in U.S. import or export of Controlled Items supplied hereunder by Buyer resulting from a lack of necessary documentation from Seller or Seller’s country.

(i) Seller shall immediately notify Buyer if it is or becomes listed on any Excluded or Denied Party List of an agency of the U.S. Government or its export privileges are denied, suspended, or revoked by the United States Government or the government of Seller.

(j) If the government of either party denies, fails to grant, or revokes any import or export authorizations necessary for the performance of this PO, that party shall immediately notify the other party and neither party shall be responsible for performance or payment under this PO for directly affected activities.

(k) Should Seller’s products or services originate from a foreign location and are subject to the export control laws and regulations of the country in which the articles or services originate, Seller agrees to abide by all applicable export control laws and regulations of that originating country. Seller shall indemnify Buyer for all liabilities, penalties, losses, damages, costs, or expenses that may be imposed on or incurred by Buyer in connection with any violations of such laws and regulations by Seller. Buyer shall be responsible for complying with any laws or regulations governing the importation of the articles into the United States of America.

(l) Buyer may be required to obtain information concerning citizenship or export status of Seller’s personnel. Seller agrees to provide such information as necessary and certifies the information to be true and correct.

(m) Should Seller discover any violation, Seller shall promptly notify Buyer and cooperate fully with any investigation and, if required by Buyer, in the preparation and submission of any voluntary disclosure to government authorities.

(n) Seller shall ensure that they prepare and provide a compliant invoice for each shipment to Buyer for Buyer’s use in affecting an import entry declaration with U.S. Customs & Border Protection (CBP). Seller shall further ensure that the invoice contents accurately and completely reflect the transaction subject to this PO.

27. Severability: If any provision of this PO or application thereof is found invalid, illegal, or unenforceable by law, the remainder of this PO will remain valid, enforceable, and in full force and effect, and the parties will negotiate in good faith to substitute a provision of like economic intent and effect.

28 Standards of Business Ethics and Conduct: By the acceptance of this PO, Seller represents that it has not participated in any conduct in connection with this PO that violates the Ethics and Code of Conduct of Praxis, Inc. (available at <http://www.pxi.com/values.php>) or, alternatively,

equivalent Business Ethics and Conduct Standards of Seller. If, at any time, Buyer determines that Seller is in violation of the applicable Standards of Business Ethics and Conduct, Buyer may cancel this PO upon written notice to Seller and Buyer shall have no further obligation to Seller.

29. English Language: This PO is made in the English language and all correspondence between the parties of a technical and nontechnical nature shall be in the English language and shall employ the units of measure customarily used by Buyer in the United States of America, unless otherwise specified. All notices and other binding communications may, unless otherwise specified, be sent by facsimile, electronic mail, air mail, or other customary means.

30. Electronic Transmissions: Seller shall, at Buyer’s request and Seller’s expense, send and receive business transactions by electronic means using Web-based technologies. Such electronic transmissions may include, but not be limited to, transmission by or through: (i) email; (ii) the Internet directly between Buyer and Seller via a Buyer-provided portal (“Epiware™”), and (iii) Buyer’s current and/or future electronic data interchange (“EDI”) systems. All transactions executed by electronic transmissions shall be governed by the terms contained in Buyer’s transmissions, except that standard terms and conditions which may be a part of Epiware or Buyer’s EDI system shall be supplemented by, and superseded to the extent inconsistent with, these International General Terms and Conditions of Purchase. A transmission shall be deemed signed if it contains the name of the individual authorizing the transaction and is otherwise in accord with authentication and other provisions of Epiware or Buyer’s EDI system.

31. Buyer’s Access to Records and Facilities: In order to assess Seller’s work quality, conformance with Buyer’s specifications, compliance with this PO, and Seller’s overall financial statements and financial condition, the Buyer, the Government, or their authorized agents and representatives shall have the right during normal business hours of Seller and with reasonable notice to Seller to inspect all: (i) records, books, tax returns, and other documents in the possession or under the control of Seller relating to any of Seller’s obligations under this PO (“Records”) or any termination claim of Seller; (ii) materials and services related in any way to the products, including purchased tooling, at all places, including sites where the materials or products are created or the services are performed, whether they be at premises of Seller, Seller’s suppliers, or elsewhere; (iii) furnished property; and (iv) required tooling. If any inspection, audit, or similar oversight activity is made on Seller’s or its suppliers’ premises, Seller shall, without additional charge, provide all reasonable access and assistance for the safety and convenience of the inspectors, and take all necessary precautions and implement appropriate safety procedures for the safety of the inspectors while they are present on such premises. If Buyer notifies Seller of any deficiency detected during such inspection, Seller shall correct such deficiency within the time period specified in such notice. Seller shall obtain from its subcontractors such access rights for the benefit of Buyer.

32. Audit Rights: Seller shall maintain general Records relating to this PO for a minimum period of four years (or for such longer period agreed to in writing by the parties) after completion of final delivery of materials, products, or services pursuant to this PO. Records of all manufacture, testing, and inspection by Seller of the materials or products shall be kept complete, separate, and available to Buyer and its Customer during the performance of this PO and for such longer periods as may be specified in this PO, but not less than ten years after the last delivery of the materials, products, or services to Buyer. Buyer or its authorized agents and representatives shall have the right at any time during normal business hours of Seller and without prior notice to audit Records. In the event any such audit shall disclose an overpayment to Seller, Seller shall pay Buyer, within 14 calendar days after receipt of notice from Buyer, the amount of such overpayment together with interest and Seller shall reimburse Buyer for the cost of such audit. Seller shall obtain from its subcontractors such audit rights for the benefit of Buyer.

33. Labor Disputes: Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance of this PO, Seller shall immediately give notice to Buyer including all relevant information including, but not limited to, the nature of dispute, the labor organizations involved, the estimated impact on Seller's performance of Buyer's PO, and the estimated duration. Seller shall also provide updated reports throughout the dispute duration. Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract where a labor dispute might delay timely performance of this PO.

34. Independent Contractor: Seller and Buyer are and shall be deemed to be independent contractors at all times during performance of the work specified in this PO. Under no circumstances shall Seller be deemed an agent for Buyer or Buyer be deemed an agent for Seller.

35. Survivability: Seller's obligations, including but not limited to obligations under the Termination for Convenience (paragraph 4), Termination for Default (paragraph 5), Proprietary Rights (paragraph 9), Release of Information (paragraph 11), Warranty (paragraph 13), Infringement (paragraph 16), Compliance with Law (paragraph 19), Responsibility and Insurance (paragraph 23), Indemnity Against Claims (paragraph 24), and Export/Import Controls (paragraph 26) provisions of this PO, shall survive termination, expiration, or completion of this PO.

36. Priority Rating: If so identified, this PO is a "rated order" certified for national defense use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700) when Seller places POs with suppliers in the United States.

37. FAR/DFARS Provisions/Clauses: When the materials, products, or services furnished are for use in connection with a U.S. Government prime contract or higher-tier subcontract, in addition to the terms and conditions referenced above, the FAR and DFARS clauses and provisions in the prime contract shall apply, as required by the terms of the prime contract or by operation of law or regulation. The effective version of each

FAR or DFARS provision shall be the same version as that which appears in Buyer's prime contract or higher-tier subcontract under which this PO is a subcontract. In all applicable FAR and DFARS clauses, the terms "Government," "Contracting Officer," and "Contractor" shall be revised to suitably identify the contracting parties herein and affect the proper intent of the clause or provision except where further clarified or modified below. However, the words "Government" and "Contracting Officer" do not change: (i) when a right, act, authorization, or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative; (ii) when title to property is to be transferred directly to the Government; and (iii) in FAR 52.227-1, 52.227-2, and 52.246-23. The word "Government" does not change in DFARS 252.227-7013 and 252.227-7014. "Subcontractor," however, shall mean "Seller's Subcontractor" under this PO. The FAR and DFARS clauses are applicable as if set forth in full text unless made inapplicable by its corresponding note, if any. Whenever said clauses include a requirement for the resolution of disputes between the parties in accordance with the "Disputes" clause herein, the dispute shall be disposed of in accordance with the clause entitled "Disputes" (paragraph 7) in these International General Terms and Conditions of Purchase. If any of the FAR or DFARS clauses of the Praxis prime contract do not apply to this PO, such clauses are considered to be self-deleting. The most recent versions of U.S. Government provisions and clauses for POs under U.S. Government Contracts that are applicable to this PO are available on the Internet at: <http://www.pxi.com/suppliers.php>. All FAR and DFARS clauses from TC-004 and from the Praxis prime contract are also flowed down to the subcontractor and their lower-tier subcontractors. The FAR and DFARS clauses from the Praxis prime contracts may be found at the Praxis Suppliers' page (<http://www.pxi.com/suppliers.php>). Clauses that are not applicable are self-deleting.