

KEARFOTT CORPORATION STANDARD TERMS AND CONDITIONS OF SALE

1. ENTIRE AGREEMENT AND ACCEPTANCE

These Standard Terms and Conditions of Sale ("Terms and Conditions") are applicable to any order for Product (as defined below) that is issued by a buyer ("Buyer") to Kearfott Corporation ("Seller").

A. Buyer must issue a purchase order to purchase any Product from Seller.

B. Each purchase order issued by Buyer ("Purchase Order") will be subject to these Terms and Conditions, which will be incorporated into and deemed to be part of any such Purchase Order whether or not referenced specifically within the Purchase Order, and such Purchase Order will constitute the entire agreement between Seller and Buyer applicable to the purchase of the Product. Additional or different terms and conditions proposed by Buyer shall not be applicable, unless accepted in writing by Seller. No change in, modification of, or revision to these Terms and Conditions shall be valid for any purchase order unless in writing and signed by an authorized employee of Seller. All supplements, sheets, specifications, schedules, exhibits, riders or other attachments that Seller incorporates into the Purchase Order, or that Seller and Buyer agree in writing to incorporate into the Purchase Order, by either annexing to the Purchase Order or hereto or by referencing herein are made part of the Purchase Order issued by Buyer and Buyer agrees to them by issuance of its Purchase Order.

C. No Purchase Order will be deemed to have been accepted by Seller unless and until Seller provides its written acceptance and approval of the Purchase Order. All Purchase Orders shall include the Product to be purchased using Seller's part numbers, the purchase quantity, price, delivery dates and other applicable conditions based on applicable Seller proposals or quotes to Buyer, applicable Seller product catalogs, applicable Seller contracts with Buyer, or other applicable Seller data. Nothing in these Terms and Conditions, or elsewhere, obligates Seller to accept or approve Buyer's Purchase Order.

2. DEFINITIONS

As used herein, the terms "Product" shall include products, equipment, goods, supplies, software, materials, packaging, services, work and data ordered by Buyer.

3. DELIVERY/TITLE/RISK OF LOSS

A. Unless otherwise specified, Seller will deliver Product ex works (EXW INCOTERMS 2010) to Buyer's designated receiving facility at Buyer's expense, according to the delivery schedule specified. Buyer shall

accept partial deliveries and deliveries made in advance of agreed delivery schedule.

B. In the absence of specific instructions by Buyer, Seller will select the carrier for delivery of the shipment to Buyer. When specific instructions are provided by Buyer, Seller reserves the right to select a different carrier if Seller is not satisfied that the carrier selected by Buyer will ensure safe delivery of the Product or that the carrier will properly follow all U.S. laws applicable to export of any Product. Title and risk of loss shall transfer to Buyer upon Seller's transfer of Product to the carrier. All claims to the carrier for deliverables damaged or lost in transit shall be made by the Buyer.

C. Buyer shall take delivery of Product at the time the designated carrier delivers such Product to Buyer's designated facilities as noted on the Purchase Order. In the event Buyer fails to accept delivery of such Product, Seller reserves the right to charge Buyer for any costs incurred by Seller due to Buyer's failure to accept the Product, including but not limited to storage, reshipping, and third party charges.

D. Product shall be deemed accepted by Buyer fourteen (14) calendar days after delivery unless formally rejected within that timeframe.

4. PRESERVATION, PACKING, AND PACKAGING

Except as otherwise specified, Seller will use best commercial practices to preserve, pack, and package Product for shipping to Buyer. Any Product that Buyer returns to Seller's service center must be packaged in the original shipping container or equivalent. Seller reserves the right to charge Buyer the cost of such proper shipping container for return shipment should Buyer fail to comply with the aforementioned shipping requirement.

5. WARRANTY

A. Unless otherwise specified in a written document that is attached to the Purchase Order or to these Terms and Conditions and to which Seller has provided its written acceptance, Seller warrants that it will, for a period of twelve (12) months from the date the Product is shipped from Seller correct, without charge, any defect in material or workmanship in the Product delivered by Seller hereunder, provided that such Product is returned in accordance with Seller's procedures, transportation prepaid, to Seller's designated facilities for such corrections. Any such correction provided by Seller pursuant to the prior sentence shall be warranted for a period that is the longer of twelve (12) months from the date the Product with the correction is shipped from Seller or the balance of the term of the original warranty, subject to the above stated proviso. The warranties set forth herein are subject to the additional requirement that Buyer deliver written notice of the claimed defect to Seller within the warranty period. Notwithstanding the warranty period stated above, the warranty period for

components identified as life limited or wear out items shall be in accordance with applicable Seller's data if the warranty period for such components is less than twelve (12) months. If the Product that Seller delivers is software or includes software, then as to such software the above Seller warranty is further limited as follows: At the time of first delivery to Buyer, all software shall conform substantially to the documentation supplied with such software provided that the software is installed, implemented and operated in accordance with such documentation and shall be further subject to any terms of any applicable End User License Agreement (EULA).

B. Seller's obligations under this Section are conditioned upon the proper installation and operation of such Product or any embedded or associated software by Buyer in accordance with Seller's written documentation or directions.

C. The warranty stated in this Section shall be void if such Product is altered or repair is attempted or made by any party other than Seller or a Seller's authorized service center.

D. The Product shall not be deemed to be defective if failure is caused by interface with other products, customer caused damage, shipping or handling damage, or exposure to conditions in excess of those published in the Product documentation or if the Product or any software in the Product is exposed to any computer virus or malware or has been altered in any way or by any party not authorized by Seller.

E. If the Purchase Order is for repair of Product, a new twelve (12) month warranty period shall begin on the repaired portion of the Product upon shipment of the repaired Product to the Buyer. The non-repaired portion of the Product shall remain subject to its original warranty terms, and no extension is provided.

F. THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY UNDER THESE TERMS AND CONDITIONS. EXCEPT FOR THE EXPRESS WARRANTIES AS STATED HEREIN, SELLER MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, TITLE, AND NON-INFRINGEMENT.

6. TERMS OF PAYMENT

A. Payment for the Product is required thirty (30) days after delivery of Product to and receipt of invoice by Buyer, unless otherwise specified.

B. Notwithstanding any statement of terms or time of payment appearing on the face of the order, Seller reserves the right to require progress payments,

milestone billings, and/or payment in advance of shipment. In the event Buyer fails to pay any invoice when due, in addition to any other rights in law and equity, Seller reserves the right to suspend or limit Seller's performance under any Purchase Order issued to Seller by Buyer until all past due sums are paid, and to charge Buyer, at Seller's discretion, an equitable adjustment for any additional costs incurred by Seller due to such suspension or limitation of performance. Further, Seller reserves the right to charge interest at the rate of one and one half percent (1.5%) per month compounded, or the maximum rate permitted by law, whichever rate is lower, on any unpaid balance owed by Buyer from the date due until the date paid.

7. TAXES

Buyer shall be liable for any state, federal, or local sales, use or excise taxes, including but not limited to customs duties and tariffs, applicable to the sale or use of the Product sold or otherwise transferred hereunder, even if such taxes are not included in Purchase Order prices. Buyer expressly agrees to pay to Seller, in addition to the Purchase Order prices stated, the amount of any such taxes, duties, and/or tariffs, domestic or foreign, which may be imposed upon or payable by Seller.

8. CONFIDENTIAL INFORMATION

A. Seller may disclose to Buyer, under these Terms and Conditions, information that is confidential or proprietary to Seller ("Confidential Information"). Buyer agrees to hold such information in strict confidence and not to disclose such information to any third party, except as authorized in advance by Seller in writing. Buyer agrees to protect such Confidential Information, using at least the same standard of care that it uses to protect its own confidential information but in no event less than a reasonable standard of care. If, as set forth in the foregoing, Seller authorizes Buyer to disclose Confidential Information to a third party, Buyer will ensure that any third party to whom it provides such Confidential Information protects such information from disclosure by written agreement with Buyer which contains restrictions at least as strong as those set forth in these Terms and Conditions.

B. The foregoing limitations on disclosure of Confidential Information shall not apply to any information which is in the public domain at the time that it is received by Buyer or which thereafter comes into the public domain through means other than a breach of these Terms and Conditions or any other agreement. As used herein the term "Confidential Information" means, but is not limited to, all know-how, trade secrets, designs, drawings, pricing information, specifications, and other information, whether or not reduced to writing, relating to the design, manufacture, use and service of any Product or to Seller's business.

C. Buyer shall not remove, conceal or alter any Seller's trademarks or add any additional trademarks without

Seller's prior written consent. Seller grants Buyer a limited, non-exclusive license during the term of these Terms and Conditions to reproduce Seller's trademarks in promotional materials relating to the Products. Such license shall expire immediately upon the expiration or termination of the Purchase Order. All promotional materials using Seller's trademarks that are prepared by Buyer shall include an appropriate notice indicating that such trademarks are the property of Seller.

D. Except as otherwise set forth above, neither the execution of these Terms and Conditions nor the furnishing of any Confidential Information to Buyer shall be construed as granting to Buyer either expressly, by implication or otherwise, any license under any invention, patent, copyright, or other intellectual property right owned or controlled now or hereafter by Seller.

E. In the event the Buyer becomes aware of any breach of its confidentiality obligations hereunder (or of a third party's breach if Seller has authorized Buyer to share Confidential Information with a third party), Buyer shall immediately notify Seller of such breach and shall use all reasonable methods to contain such breach and prevent any further breach. Buyer acknowledges that its breach of this Section may cause irreparable harm or may be inadequately compensable in monetary damages, and hereby agrees that in such case Seller shall be entitled to obtain injunctive relief by a court of competent jurisdiction in addition to any other remedies which may be available.

F. The obligations of confidentiality set forth under this Section shall survive the expiration or termination of this Agreement without limitation.

G. In the event Buyer and Seller have executed a Non-Disclosure Agreement ("NDA") for quotations, goods, services, or discussions subject to these Terms and Conditions, this Section 8 shall take precedence in any case where the provisions of such NDA are in conflict with this Section.

9. RESTRICTIONS ON USE

A. Buyer may not: (i) reverse engineer, disassemble, decompile or otherwise attempt to reveal the trade secrets or know-how underlying the Product, except to the extent expressly permitted under applicable law or by prior written approval of Seller; (ii) use any of Seller's Confidential Information to contest the validity of any of Seller's intellectual property; (iii) remove or destroy any copyright notices, other proprietary markings or confidentiality legends placed on or made available through the product or material transferred from Seller to Buyer; or (iv) use the Product or components of the Product in any manner or for any purpose inconsistent with these Terms and Conditions or any applicable documentation. The obligations set forth under this Section shall survive the expiration or termination of this Agreement without limitation.

B. In the event Buyer and Seller have executed an NDA for quotations, goods, services, or discussions subject to these Terms and Conditions, this Section 9 shall take precedence in any case where the provisions of such NDA are in conflict with this Section.

10. CYBER SECURITY

A. Buyer shall establish and maintain facility and data security procedures and safeguards to protect against the destruction, corruption, loss, or alteration of Seller's Confidential Information or other Seller data and to prevent access, intrusion, alteration or other interference by any unauthorized third parties of the same, that are: (i) no less rigorous than those maintained by Buyer for its own information or the information of its customers of a similar nature; (ii) no less rigorous than the accepted practices in the industry; and (iii) no less rigorous than those required by applicable data security and privacy statutes and regulations. If Buyer is subject to stricter statutory/regulatory cybersecurity obligations due to the nature of the Confidential Information or data associated with a Purchase Order, the stricter obligation(s) shall apply in addition to this clause. This clause does not reduce any higher standard required by law or contract. Such obligations may include but are not limited to restrictions or requirements related to the transmission, storage, and handling of the data, as well as reporting on any loss, corruption, alteration, or exposure of the data to unauthorized or prohibited individuals.

B. Buyer shall report to Seller any breach of Buyer's facility or data security procedures or information systems that result in any actual or threatened destruction, loss, corruption, or alteration of Seller's Confidential Information or other Seller data within seventy-two (72) hours of Buyer's discovery of the incident. Buyer shall also inform Seller if the reported breach triggered any regulatory or governmental reporting requirement, and include in the report any information related to that reporting that may be shared with Seller. In such an instance, in addition to Buyer's other obligations under the Purchase Order, or under any law or regulation, Buyer agrees to promptly remedy any such breach and to fully cooperate with Seller in resolving such breach and mitigating any damage from such breach at Buyer's cost. Failure to report any cyber incidents will be considered a material breach of the Purchase Order. In the event of a data breach, Seller shall be afforded full access to Buyer's technical information (e.g., logs, packet flow information, etc.) as necessary to satisfy Seller's information requests.

11. SOFTWARE LICENSE FOR PRODUCT SPECIFIC SOFTWARE

Software delivered hereunder, either embedded in the Product or specifically designed for use in or on such Product is copyrighted by Seller and shall remain the sole and exclusive property of Seller or is third party software

to which Seller has obtained a license. Unless provided otherwise in specific end user terms and conditions, Seller grants to Buyer a limited, non-transferable, worldwide, non-exclusive license to use software only with the Product, except that Buyer may transfer the software as embedded in the Product or as in or on the Product to third parties conditioned upon such third parties being subject to the terms of any applicable Seller and/or third party end user license agreements. Buyer shall not copy, modify, or disassemble the software, or permit others to do so. Seller may terminate this license upon written notice for violation of any of the terms of the foregoing license. Buyer must also comply with any Seller and/or third party end user license agreements, if applicable. All software, including embedded software, is licensed, not sold. Apart from the foregoing limited licenses, Buyer is not granted any right, title or interest in or to any of Seller's software. Seller expressly reserves all such rights.

12. CHANGES

Any change to this sale requested by either Party shall be subject to and contingent upon a mutually negotiated equitable price and/or schedule adjustment and shall be definitized via a fully executed contract modification prior to implementation of the change. Any act of government which takes place during the performance of the contract and impacts the cost of goods or services under the contract shall be considered a change subject to equitable adjustment per these Terms and Conditions.

13. CANCELLATION OF PURCHASE ORDER

Sales are not subject to cancellation except with the prior written consent of an authorized representative of Seller. If such consent is given, Buyer may be subject to a cancellation fee, and shall accept and pay for all finished products at the agreed prices. Buyer shall also pay for the labor and cost of parts manufactured by Seller, plus a reasonable profit on such labor and cost. Buyer shall also pay for any material procured by Seller which cannot be returned or which is on order and is not subject to cancellation.

14. INDEMNIFICATION

Buyer agrees to indemnify, defend and hold Seller harmless from and against all losses, damages or expenses of any kind, including attorneys' fees, which may be asserted against Seller and/or Seller's directors, officers, employee, subcontractors, agent, or affiliates as a result of any acts or omissions of Buyer, or any of Buyer's directors, officers, employees, subcontractors, or agents.

15. PATENT AND COPYRIGHT INDEMNIFICATION

A. Seller agrees to indemnify and hold Buyer harmless in a lawsuit or other judicial action, and pay the amount of any adverse final judgment (or settlement to which Seller consents) from such lawsuit or judicial action,

asserted by any third party against Buyer that the Product infringes any United States patent (each, a "Claim"), provided that Buyer (i) promptly notifies Seller in writing of the Claim; (ii) gives Seller sole control over the defense and settlement, if any, of the Claim; and (iii) provides Seller with full cooperation and assistance in defense of the Claim. If in any such suit so defended such Product is held to constitute an infringement and its use is enjoined, or if in light of any claim of infringement Seller deems it advisable to do so, Seller may either procure the right to continue the use of the same for the Buyer, or replace the same with a non-infringing Product or modify said Product so as to be non-infringing, or remove the infringing Product and refund the price of the Product, less a reasonable allowance for use, damage, or obsolescence.

B. The obligations set forth in this Section shall not apply, and Seller shall have no obligations, and Buyer shall indemnify and hold harmless Seller if applicable, with respect to any Claim or infringement arising out of (i) the use of the Product other than in strict accordance with any applicable documentation or instructions supplied by Seller; (ii) any alteration, modification or revision of the Product not performed by Seller; (iii) any design of the Product done to meet Buyer's specific requirements, or direction; (iv) the use or combination of the Product with any third party hardware, software, products, or other materials not supplied by Seller; or (v) any changes to the Product to the extent that Seller does not provide such changes. In the event that Seller is required to defend a lawsuit or other judicial action pursuant to the indemnification above, and such lawsuit or other judicial action includes allegations with respect to non-Seller products, then Buyer shall retain, at its sole expense, separate counsel to defend against such allegations, and agree to reimburse Seller for any and all attorneys' fees and costs incurred by Seller with respect to defending Buyer against such allegations. THE PROVISIONS OF THIS SECTION STATE SELLER'S ENTIRE LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY CLAIM OR OTHER ALLEGATION INVOLVING INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

16. INTELLECTUAL PROPERTY RIGHTS

A. Background Intellectual Property (Background IP): Intellectual property that is (a) in existence prior to the effective date of a Purchase Order or (b) is conceived, created, acquired, or reduced to practice by a Party after the effective date of a Purchase Order independently of both the work undertaken in connection with the Purchase Order and the proprietary information and intellectual property of the other Party to the Purchase Order. Ownership in all Background IP shall vest in the Party which created it.

B. Foreground Intellectual Property (Foreground IP): Intellectual property first conceived, created, acquired, or reduced to practice in connection with this

Agreement. Ownership of all Foreground IP shall vest in Seller.

17. COMPLIANCE WITH LAWS; EXPORT CONTROL

- A. Buyer shall comply with all applicable countries' laws and regulations.
- B. Buyer agrees to comply with all applicable U.S. export control laws and regulations, including but not limited to the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 CFR 120-130; the Export Administration Act, 50 U.S.C. 2401-2420, including the Export Administration Regulations, 15 CFR 730-774; and the sanction laws administered by the U.S. Office of Foreign Assets Control (OFAC) Regulations 31 CFR 500-596. Buyer acknowledges that these statutes and regulations may impose restrictions on the export or transfer of Product and/or technical data to Foreign Persons, as that term is defined under U.S. export control laws and regulations, and that the export or transfer of Product, or re-export and re-transfer of Product, may require an export license or agreement.
- C. Buyer agrees to provide original signed copies of non-transfer and use certificates as a condition of international purchases and will ensure that all required parties have signed in accordance with the instructions of each form. Buyer shall use reasonable endeavors to support Seller in obtaining export licenses in a manner to support timely delivery by promptly providing any additional information or completing any documentation required by Seller or the US government to enable delivery.
- D. Buyer agrees to save and hold Seller, its employees, agents, successors, assigns, and affiliates harmless for any and all costs incurred by them, including attorney's fees, directly or indirectly as a result of any failure by Buyer to comply with the above Regulations.

18. FEDERAL ACQUISITION REGULATION (FAR) CLAUSES APPLICABLE TO SALES TO THE U.S. GOVERNMENT

If Buyer's customer is the United States Government, the parties hereby agree to amend the Terms and Conditions of Sale to include any Federal Acquisition Regulations (FAR) clauses incorporated into Buyer's customer contract that are applicable to performance of this order, subject to parties' mutual agreement as to cost and schedule impact of such clauses.

19. FORCE MAJEURE

Seller shall not be in default hereunder by reason of any failure or delay in the performance of any obligation under these Terms and Conditions where such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of Seller. Such causes shall include, without limitation, storms, floods, other acts of nature, fires, explosions, power outages,

material shortages, riots, war or civil disturbance, epidemics, quarantine restrictions, strikes and other labor disputes, embargoes, any government act or failure to act (including DPAS regulations), any Buyer act or failure to act, and changes to export control laws. In the event that any force majeure event shall interfere with Seller's ability to supply Product to its customers Seller shall be entitled to allocate its available supply of Product among its customers in such proportions as Seller, in its sole discretion, shall deem appropriate.

20. NO WAIVER

Seller's remedies herein set forth shall be cumulative and additional to any other or further remedies provided in law or equity. No waiver by Seller of any breach of any provisions hereof shall constitute a waiver of any other or recurring breach of these Terms and Conditions or any other agreement between the parties. Failure of Seller to insist upon strict performance of any of these Terms and Conditions shall not constitute a waiver of these Terms and Conditions or a waiver of any default. A waiver on one or more occasions of any of these Terms and Conditions shall not be deemed a continuing one.

21. ORDER OF PRECEDENCE

This Agreement shall not be modified unless mutually agreed by the parties which agreement must be evidenced in a separate written agreement. In the event of conflict or inconsistency between the terms in these Terms and Conditions and any other contractual document, the inconsistencies shall be resolved in the following order from higher to lower precedence:

- (i) these Terms and Conditions;
- (ii) any other agreement between Buyer and Seller applicable to the Product;
- (iii) the Statement of Work, as agreed to in writing by Buyer and Seller;
- (iv) the Purchase Order.

22. GOVERNING LAW, JURISDICTION; DISPUTES

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New Jersey, United States of America, excluding choice of law rules. No action under these Terms and Conditions may be instituted or maintained against Seller without its prior written consent except in the State of New Jersey. Buyer agrees that any dispute which may arise between Seller and Buyer under these Terms and Conditions shall be adjudicated before a court located in Morris County, New Jersey, unless Seller agrees in writing otherwise. Buyer hereby submits to the exclusive jurisdiction of the federal and state courts located in Morris County, New Jersey and irrevocably waives any objection it now or hereafter may have respecting venue. Pending settlement or final judgment, Buyer shall proceed diligently with the performance of these Terms and Conditions.

23. LIMITATION OF LIABILITY

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, OR BUSINESS INTERRUPTION) RELATING TO OR ARISING UNDER THESE TERMS AND CONDITIONS AND/OR THE USE OF OR INABILITY TO USE ANY PRODUCT, EQUIPMENT OR ASSOCIATED SOFTWARE DESCRIBED HEREIN, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER PRODUCT, EQUIPMENT, SOFTWARE OR OTHER MATERIALS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PRICE OF THE GOOD GIVING RISE TO THE CLAIM, OR \$50,000 USD, WHICHEVER IS LESSER.

24. SEVERABILITY

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability, all other terms hereof shall remain in full force and effect and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

25. SURVIVAL

The provisions of Sections 5 (Warranty), 8 (Confidential Information), 9 (Restrictions on Use), 10 (Cyber Security), 11 (Software License for Product Specific Software), 14 (Indemnification), 15 (Patent and Copyright Indemnification), 16 (Intellectual Property Rights), 17 (Compliance with Laws; Export Control) 20 (No Waiver), 22 (Governing Law, Jurisdiction; Disputes), 23 (Limitation of Liability), 24 (Severability), 25 (Survival), 26 (Termination for Default), 27 (Section Headings), and 29 (Publicity) hereof shall survive any expiration or termination of this Agreement.

26. TERMINATION FOR DEFAULT

Seller may unilaterally terminate the Purchase Order for default immediately or at any time thereafter by providing written notice to Buyer:

- A. In the event of Buyer's suspension of business, insolvency, institution of bankruptcy, liquidation proceedings, or appointment of a trustee or receiver for Buyer's business or property, or any assignment, reorganization or arrangement by Buyer for the benefit of creditors or similar proceedings or if Buyer ceases to be able to pay its debts as they become due.

- B. In the event Buyer fails to make any payment required to be made when due, and fails to remit such payment within fifteen (15) calendar days after receipt of written notice of non-payment.

In the event that Seller terminates the Purchase Order for default, Seller shall be entitled to claim damages and any other remedies that Seller may have at law, at equity, and under these Terms and Conditions.

27. SECTION HEADINGS

The section headings contained in these Terms and Conditions are inserted for convenience only and shall not affect in any way the meaning or interpretation of these Terms and Conditions.

28. ASSIGNMENT OR DELEGATION

Buyer shall not assign or delegate any or all of its rights or obligations under the Purchase Order without the prior written consent of Seller, and any attempt to do so will be ineffective.

29. PUBLICITY

Seller reserves the right to have its name and logo appear on any product delivered by it to Buyer under the Purchase Order. Except as required by law, Buyer shall not release to anyone outside Buyer's organization any information, or confirmation or denial of the same, with respect to the Purchase Order, the subject matter hereof, or Buyer's relationship with Seller, without the prior written approval of Seller.

30. REPAIR-SPECIFIC REQUIREMENTS

In addition to all other terms and conditions contained herein, any Purchase Order for evaluation, repair, rework, or testing ("Repair") shall be subject to the following provisions:

- A. **REPAIR PROCESS:** For Products returned to Seller for Repair, Buyer shall (1) Reference any return instructions as provided by Seller, such as a Return Merchandise Authorization (RMA) Number and Form; (2) Include a fully funded Evaluation Purchase Order if Product is outside of warranty; (3) Include a failure summary stating the reason for return; (4) Specify the requirements and/or specifications the Product does not meet, or the suspected defect or nonconformance; and (5) For international returns, specify the export license and, if applicable, exemption, under which the Product is being returned. Shipment of returns to Seller shall be at Buyer's expense, and Buyer shall retain risk of loss until Product is received by Seller (DAP INCOTERMS 2010). Ownership of any Product component removed and replaced by Seller during Repair shall vest in Seller.

- B. OBSOLESCENCE: If, during Repair, Seller encounters any issues related to part obsolescence that would interfere with or cause an increase in the estimated cost or schedule of contracted work, Seller will notify Buyer and pause work. Seller will submit an impact proposal for new work that will be required to overcome the obsolescence issues and shall be relieved of contractual obligations that cannot be completed within the estimated cost or schedule due to the obsolescence unless and until a mutually agreed equitable adjustment is provided by Buyer. Such equitable adjustment may include changes to price, schedule, and/or scope.
- C. BEYOND ECONOMIC REPAIR (BER): In the event a returned Product is deemed BER at any stage before or during the Repair, Seller will stop work, notify Buyer, and request disposition instructions. Buyer shall pay any outstanding invoices for Evaluation or Repair work already completed and shall be responsible for all costs associated with the requested disposition.
- D. ABANDONED UNIT: For the purposes of these Terms and Conditions, "Abandoned Unit" refers to any Product returned by Buyer to Seller for Repair or otherwise that the Buyer has failed to claim, retrieve, fund, or respond to regarding disposition within sixty (60) calendar days following initial notification from Seller. In the event a unit is abandoned by the Buyer, Seller will provide notice to the Buyer of its intention to invoke this Section. If Buyer does not respond to such notice within thirty (30) calendar days after the date of Seller's notice or if Buyer does respond but a suitable remedy is not agreed to by both parties within thirty (30) calendar days after the date of Seller's notice, Seller, at its sole option, reserves the right to ship back the Abandoned Unit to the Buyer at Buyer's expense; furthermore, future Purchase Orders with Buyer shall require advance payment terms. Buyer hereby agrees to Seller's rights as set forth herein as to an Abandoned Unit.