



## **General Purchase Order Term and Conditions For CAM Customers**

These Purchase Order Terms and Conditions (the "Terms and Conditions") apply to any Purchase Order or quotation ("PO") issued by the customer named on the PO ("Buyer") to **[Consolidated Aerospace Manufacturing, LLC] [Bristol Industries, LLC] [3V Fasteners Company, Inc.] [Aerofit, LLC] [EA Patten Company] [QRP, Inc.] [Voss Industries, Inc.] [Moeller Manufacturing & Supply, Inc.] [Panalok Limited] [Automatic Screw Machine Products] [Prikos & Becker]** ("Supplier") by virtue of which Buyer will purchase from Supplier certain parts identified in the PO ("Products"). These Terms and Conditions apply to POs that are not governed by a written Master Purchase Agreement entered into between Buyer and Supplier. Any additional or different terms in any form, document, or acknowledgement prepared and sent to Supplier from Buyer are expressly rejected by Supplier and will not be deemed accepted by Supplier unless Supplier responds in writing to the additional or different term and such writing specifically approves the additional or different term.

### **1) Schedule and Delivery.**

The Supplier will use commercially reasonable efforts to deliver the Products to the delivery location by the delivery date specified in the PO (the "Delivery Date"). Supplier may in its sole discretion deliver the products to Buyer prior to the Delivery Date. Unless the Purchase Order specifies otherwise, delivery will be either:

- (a) DDP – Delivery Duty Paid (Intercoms 2020) where the delivery location and the Supplier country of manufacture are the same; or
- (b) DAP – Delivery at Place (Intercom 2020) where the Supplier country of manufacture is different to the delivery location.

In the event Buyer is a debtor in a bankruptcy case, the term "goods received by the debtor" in Section 503(b)(9) of Title 11 of the United States Code includes goods received by a third party designated by Buyer.

### **2) Price; Taxes.**

The prices for the Products shall be as stated in an accepted PO. All prices are in U.S. dollars. Unless otherwise agreed in the PO, payment terms are net 30 days from the date of invoice; provided, however, that Supplier may require full or partial payment in advance whenever advance payment is advisable, as reasonably determined by Supplier, based upon the financial condition of Buyer. Amounts not paid when due may be subject to a late payment charge of the lesser of 1½% per month or the highest interest rate allowed under applicable law and Supplier shall have the right to invoice, and Buyer shall pay, all costs, including reasonable attorneys' fees expended in collecting overdue charges. Invoices not paid within 30 days of the date of invoice may in Supplier's sole discretion result in an automatic hold on the shipping and production of goods until Buyer's account is current.

Buyer will pay all taxes, duties, fees, levies, penalties, licenses, or charges imposed by any government authority, including but not limited to sales, use, VAT, GST, PST, gross receipts, and excise taxes ("Taxes"), on or with respect to the Products at or after risk of loss passes to Buyer to the extent of applicable law. Supplier will invoice Buyer accordingly if Supplier is required to collect said Taxes in any jurisdiction. Buyer will provide Supplier with an applicable exemption certificate, direct pay permit, or other evidence of exempt status if any purchase is deemed exempt from an applicable tax.

Tariff-related price increases: After a PO has been accepted, any price increase required by Supplier that is due to the impact of any tariffs imposed by the U.S. or any foreign government will be automatically applied.

### **3) Warranty.**

All Products delivered hereunder will for a period of twelve (12) months after delivery to



Buyer (not to Buyer's customer), conform to the specifications and be free of defects per the as agreed upon method of inspection at the time of the initial part qualification. If the Products do not conform to the warranty set out in the preceding sentence, Supplier will, as Buyer's sole and exclusive remedy, either rework, replace, or compensate Buyer for Supplier authorized repairs of Products that are agreed to be non-conforming. The warranty provisions herein will not apply if (a) the Products were in conformance with the specifications (as described above) at the time of delivery to Buyer; (b) the goods were rejected by the use or application of test or inspection procedures or processes not agreed to by Supplier; (c) Buyer has or has attempted to correct, repair, rework or otherwise alter the goods without Supplier's prior written authorization; or (d) Products that were acceptable to Buyer prior to work (e.g., machining, welding, heat treating, etc.) do not, after such work, meet the requirements of Buyer. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESS OR IMPLIED. SUPPLIER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SUPPLIER DOES NOT WARRANT THE ADEQUACY OF BUYER'S DESIGN OR SPECIFICATIONS OR THE INSPECTION PROTOCOL.** No person is authorized to give any other warranties on Supplier's behalf.

**4) Limitation of Liability.**

- (A) IN NO EVENT WILL EITHER PARTY BE LIABLE TO EACH OTHER OR TO ANY THIRD PARTY FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, WHETHER UNDER CONTRACT, TORT, INDEMNITY, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.**
- (B) IN NO EVENT WILL THE CUMULATIVE LIABILITY OF SUPPLIER AND ITS AFFILIATES BE IN EXCESS THE FACE VALUE OF THE PURCHASE ORDER WHETHER ARISING UNDER WARRANTY/GUARANTEE, CONTRACT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION, DEFENSE OR ANY OTHER CAUSE OR COMBINATION OF CAUSES WHATSOEVER. ALL INSURANCE, BOND AND BANK GUARANTEE OR LETTER OF CREDIT PROCEEDS WHICH MAY BE PAID TO BUYER BY THE INSURERS, SURETIES OR BANKS OF SUPPLIER OR ITS AFFILIATES WILL BE CREDITED AGAINST THE LIMITATION STATED ABOVE AND REDUCE THE AMOUNT OF THE CUMULATIVE LIABILITY OF SUPPLIER AND ITS AFFILIATES.**
- (C) THE PRICING OF THE PRODUCTS HAS BEEN NEGOTIATED IN CONSIDERATION OF THE ALLOCATION OF RISKS AND ESTABLISHMENT OF LIMITATIONS OF LIABILITY STATED IN THIS PO, BUT FOR WHICH SUPPLIER WOULD NOT HAVE ENTERED INTO THE PO.**
- (D) BUYER'S REMEDIES ARE LIMITED TO THOSE REMEDIES EXPRESSLY STATED IN THIS PO; AND, THESE REMEDIES WILL NOT FAIL THEIR ESSENTIAL PURPOSE BECAUSE BUYER IS LIMITED TO THE EXCLUSIVE REMEDIES AS STATED HEREIN.**
- (E) THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

**5) Changes.**

Any change proposed by Buyer in the drawings, specifications, quantities, delivery schedules, shipping instructions, or otherwise must be agreed to Supplier. If any such change increases or decreases the cost of performing or the time required for performance of the PO, an equitable adjustment in price and/or schedule will be agreed to by the Parties. Supplier will have no obligation to make any change proposed by the Buyer until the Parties agree to such equitable adjustment.

**6) Infringement Indemnification.**

Buyer will indemnify, hold harmless and defend Supplier against any liability whatsoever for patent, trademark, trade name or other intellectual property right infringement resulting from such design, specifications or instructions. Supplier will indemnify, hold harmless and defend Buyer against any liability whatsoever for patent, trademark, trade name or other intellectual property right infringement resulting from Supplier's manufacturing processes and procedures. The foregoing states the entire obligation of Buyer and Supplier with regard to infringement of intellectual property rights.

## **7) General Indemnity.**

To the fullest extent permitted by law, Buyer hereby releases and will defend, protect, indemnify, and save harmless Supplier, its affiliates, and their respective officers, directors, employees and representatives (collectively, "Indemnitees") from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, losses, damages, expenses (including attorneys' fees and expenses) and costs of every kind and character, on account of any reason whatsoever, including personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right ("Losses/Liabilities"), regardless of whether such harm is to Buyer, Indemnitees, the employees, directors or officers of either or any other person, arising out of or in any way incident to Buyer's, Buyer's affiliates', any of their distributors', representatives', agents', contractors', or subsequent purchasers' or any of their respective employees', officers', and directors': (a) possession, use, misuse, storage, transportation, handling or disposal of any goods (at or after the earlier of the time that title to or risk of loss of the goods passes to Buyer) or any product in which the goods have been incorporated; (b) importation, exportation, marketing, sale, re-sale or distribution of any goods or any product in which the goods have been incorporated, or the use or misuse of any Intellectual Property or any other intellectual property; and/or (c) breach of any of the terms of the PO. Buyer's duty of indemnification will survive any termination of the PO or the cessation of business transactions between Buyer and Supplier, and Buyer's obligations herein shall remain in full force and effect as necessary for the purposes of compliance with the terms of such indemnity. The indemnity in this Section 9 will be in addition to any indemnity from Buyer or its affiliates, distributors, representatives, agents, contractors or subsequent purchasers contained in another agreement between Supplier and such party.

## **8) Default.**

The following constitute events of default: (a) Supplier will not have received a payment due from Buyer hereunder by the date such payment is due, and such failure is not cured within ten (10) business days after receipt of written notice; (b) the failure of Buyer to perform, or other breach by Buyer, of any other obligation, representation, warranty or term in the PO, and such failure or breach is not excused or cured within fifteen (15) business days after receipt of written notice thereof; (c) the occurrence of a Bankruptcy Event; or (d) the failure to provide an acceptable assurance of performance. Upon an event of default, Supplier, in its sole discretion and without prior notice to Buyer, may do any one or more of the following: (a) suspend performance under the PO or any other agreement between Buyer and Supplier; or (b) terminate all or part of the PO or any other agreement between Buyer and Supplier, whereby any and all obligations of Buyer, including payments or deliveries due, will, at the option of Supplier, become immediately due and payable or deliverable, as applicable. The foregoing rights will be cumulative and alternative and in addition to any other rights or remedies to which Supplier may be entitled hereunder or at law or in equity, including specific performance. In addition, Supplier will be entitled to recover from Buyer all court costs, attorneys' fees and expenses incurred by Supplier in connection with Buyer's breach or default. "Bankruptcy Event" means the occurrence of any of the following events with respect to Buyer: (i) filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law; (ii) making of an assignment or any general arrangement for the benefit of creditors; (iii) having a bankruptcy petition filed against it and such petition is not withdrawn or dismissed within 30 days after such filing; (iv) otherwise becoming bankrupt or insolvent (however evidenced); (v) having a liquidator, administrator, custodian, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or (vi) being generally unable to pay its debts as they fall due.

**9) Intellectual Property Ownership.**

The Parties agree that: (i) each Party retains ownership of all intellectual property rights that existed as of the date hereof; and (ii) any intellectual property suggested, discerned or arising as a result of the manufacture of Products hereunder or related to Supplier's manufacturing processes and procedures based in whole or in part upon Supplier's intellectual property rights is owned by the Supplier, including without limitation any intellectual property related to the design know-how associated with tooling used to manufacture the Products.

**10) Information Technology Assurance This should be the same language as applied to Suppliers**

Seller shall maintain data protection processes and systems sufficient to adequately protect 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 Purchase Order or paid for by Buyer (collectively, "Buyer Data"), and to comply with any law or regulation applicable to such data. If an event occurs whereby Seller knows, or reasonably believes, that Buyer Data has been actually or potentially disclosed to, or accessed or acquired by, an unauthorized individual or individuals ("Security Incident"), Seller shall (i) use commercially reasonable efforts to investigate, contain, and remediate the Security Incident, and (ii) notify Buyer in writing promptly, but not later than seventy-two (72) hours after discovering the Security Incident. Seller's notification to Buyer of a Security Incident shall include sending Buyer's representative, and Seller shall encrypt emails to Buyer containing details of a Security Incident using industry standard encryption methods

**11) Force Majeure.**

(a) Force Majeure. To the extent Supplier is unable to carry out any of its obligations hereunder due to a Force Majeure, such obligations of Supplier will be suspended during such Force Majeure's continuance. The term "Force Majeure", as used herein, means any cause not reasonably within the control of Supplier, and will include the following: (i) physical events such as acts of God, disease, plague, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of equipment or lines of pipe; (iii) interruption and/or curtailment of transportation and/or storage; (iv) failure of computer systems to operate properly or destruction or loss of electronic records or data; (v) acts of others such as terrorist attacks, cyber-attacks, strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; (vi) interference with or disruption of Supplier's intended source of supply of Product (or any component thereof) or interference with or disruption of Supplier's intended means of transportation for the delivery of Product (or any component thereof); and (vii) any other event or contingency of like or different character beyond the reasonable control of Supplier, that, in each case, interferes with the ability of Supplier's to perform its obligations hereunder.

(b) Notice. If Supplier's performance is prevented by Force Majeure, it will provide reasonable notice to Buyer. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Delay or failure to give notice herein will not prevent Supplier from claiming its performance is excused by Force Majeure, except to the extent such delay or failure has adversely affected Buyer.

(c) Consequences. Upon providing notice of Force Majeure to Buyer, Supplier will be relieved of its obligations (including its obligations to make delivery of Product), from the onset of the Force Majeure, to the extent and for the duration of the Force Majeure, and will not be deemed to have failed in such obligations to Buyer during such occurrence or event. Under no circumstance will Supplier be obligated to cure any deficiencies in deliveries of Product caused by Force Majeure.

## **12) ITAR.**

Buyer understands that Supplier's information and the Products may be subject to the US Export Administration Act, the Trading with the Enemy Act, and any and all other laws and regulations of the USA (collectively the "Regulations") which Regulations are enforced by the US Department of Commerce, the US Department of the Treasury, the US Department of State and other departments and agencies of the US. The Regulations, in part, presently prohibit export and diversion of support, directly or indirectly, of Supplier's information and goods to certain parties and/or countries without the express prior written approval of the US Government. Buyer agrees to abide by all the Regulations. Buyer will not sell, transfer or supply any Supplier information and/or goods to parties and/or countries not approved under applicable Regulations. Buyer will defend, hold harmless and indemnify Supplier from a breach of this Section by Buyer. Without limiting the foregoing, Buyer hereby represents that in its performance of this PO, Buyer will not violate any applicable laws, including without limitation, any laws or regulations of the USA, or the country or countries where performance shall take place, including (a) any export control laws or regulations; (b) any currency laws or regulations; (c) the US Foreign Corrupt Practices Act; (d) any tax laws or regulations; (e) any customs laws and regulations; and (f) any other laws or regulations of the USA or any other country or countries where performance shall take place. Buyer hereby agrees to do all acts, make all applications or do any other review, function or thing necessary to assure that the PO and the performance thereof by Buyer complies with all laws and regulations of the USA and the country or countries in which Buyer will perform hereunder. Buyer further agrees to defend and indemnify Supplier from and against any loss, claim, penalty or liability that may arise from any violation off any such applicable laws or regulations by Buyer.

## **13) Assignment**

Buyer will not assign or delegate any of its rights or interest in this PO without the prior written consent of Supplier, which consent Supplier may grant or withhold in its sole and absolute discretion. The prohibition against assignment or delegation includes, without limitation, a Change of Control of Buyer. Change of Control means any of the following transactions: (a) the sale or other transfer to, or acquisition by, any person of securities possessing more than fifty percent (50%) of the total combined voting power of the outstanding securities of Buyer in one or more related transactions; or (b) the sale or other transfer of all or substantially all of the assets of Supplier in one or more related transactions, whether by sale, exchange, merger, consolidation, reorganization, dissolution, or liquidation; or (c) a merger or consolidation (or series of related transactions culminating in a merger or consolidation) (i) in which Buyer is not the surviving entity, except for a transaction the principal purpose of which is to change its state of domicile, or (ii) in which Buyer is the surviving entity but in which securities possessing more than fifty percent (50%) of the total combined voting power of its outstanding securities are transferred to a person or persons different from those who held such securities immediately prior to such event. Failure to obtain Buyer approval of any assignment, including an involuntary assignment to creditors, may lead to termination of any outstanding POs.

## **14) Applicable Law; Disputes**

This PO, and any other contract documents relating to the supply of Products to Buyer will be governed by and construed in accordance with the substantive and procedural laws of the State of Delaware, USA, without regard to conflicts principles that would result in the application of the laws of another jurisdiction. This PO excludes the application of the United Nations Convention on Contracts for the International Sale of Goods.

The Parties agree that any dispute relating to or arising from this PO will be adjudicated exclusively in the state or federal courts of Delaware, USA. For this purpose, the Parties irrevocably waive objection to venue in the state or federal courts in Delaware, USA. THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY ON ANY CLAIM, WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. The Parties also waive any right to a defense of sovereign immunity arising from any claim.

**15) Miscellaneous**

- a. The PO, including all attachments/references constitutes the entire agreement between Buyer and Supplier with respect to the subject matter and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between Buyer and Supplier. No waiver, alteration, modification of or addition to the PO will be binding unless expressly agreed to in writing and signed by duly authorized representative of Supplier. A waiver of any PO term or condition will not be deemed a continuing waiver, but will apply solely to the instance to which the waiver is specifically, in writing, directed.
- b. Any conflict between provisions of the MPA and an issued PO will be resolved so that the provisions printed directly on the PO prevail.
- c. Pricing assumes full support of buyer to approve all special processes internally capable within CAM at the discretion of supplier. Supplier reserves right to requote if any process requires the use of an external source where supplier cannot be added to buyers approved supplier list.
- d. Buyer shall support all work transfers within CAM facilities and will not hold supplier accountable for any charges incurred in support of the approval process.

**16) Code of Basic Working Conditions and Human Rights**

Seller is committed to providing a safe and secure working environment and the protection and advancement of basic human rights in its operations and throughout its supply chain as fully described on its website: [www.camaerospace.com/resources](http://www.camaerospace.com/resources) (the "Supply Chain Transparency Policy"). Buyer will adopt and enforce similar policies throughout its supply chain, including conducting Buyer's operations in a manner that is fully compliant with all applicable laws and regulations pertaining to fair wages and treatment, freedom of association, personal privacy, collective bargaining, workplace safety, and environmental protection. Buyer will promptly cooperate with and assist Seller in Seller's implementation of and adherence to its Supply Chain Transparency Policy (which may be amended from time to time).