

PURCHASE ORDER TERMS AND CONDITIONS

Rev B

1. ACCEPTANCE

This Order is Buyer's offer to Seller, and acceptance is strictly limited to its terms. None of the terms and conditions contained in this Order may be added to, modified, superseded, or otherwise altered except by a written instrument signed by Buyer's Purchasing Representative and delivered by Buyer to Seller. Buyer shall not be bound by and specifically objects to any term or condition whatsoever which is different from or in addition to the provisions of this Order, whether or not such term or condition will materially alter this Order. Any such term or condition shall be deemed void and of no effect whatsoever, whether or not obtained in any order acknowledgment or acceptance. Seller's commencement of performance or acceptance of this Order, in any manner shall be conclusive evidence of agreement to this Order as written.

2. DEFINITIONS

Whenever used in this Order:

- a. "Buyer" means TIGHITCO, Inc., a South Carolina corporation, and its subsidiaries.
- b. "Customer" means any (i) customer of Buyer, (ii) upstream entity/person in the supply chain, (iii) subsequent owner, operator or user of the Goods and (iv) other individuals, partnership, corporation or person or entity which has or acquires any interest in the Goods from, through or under Buyer.
- c. "FAR" means the Federal Acquisition Regulation as in effect on the date of the delivery of the Goods to Buyer.
- d. "DFAR" means the Defense Federal Acquisition Regulation as in effect on the date of the delivery of the Goods to Buyer.
- e. "Goods" means all the goods, items, articles, products, services, data, software, documentation, reports, and other deliverables furnished or to be furnished to Buyer under this order.
- f. "Counterfeit Goods" means Goods that are or contain items that are misrepresented as having been designed and/or produced under an approved manufacturing or procurement system or other acceptable method. This term also includes approved Goods that have reached a design life limit or have been damaged beyond possible repair, but are altered and misrepresented as new or acceptable.
- g. "Order" means this purchase order including the provisions on its face, these Purchase Order Terms and Conditions, and all of the specifications, technical descriptions, statements of work, drawings, designs, documents, and other forms, flysheets, requirements, and provisions attached to, incorporated into or otherwise made a part of this Purchase Order by Buyer.
- h. "Export-controlled items" means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). This term includes:
 - i. "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data. The term "defense items" includes information and technology.
 - ii. "Items," defined in the EAR as "commodities, software, and technology," terms that are also defined in the EAR, 15 CFR 772.1. Regarding the release of items subject to the EAR to foreign nationals within the United States, "items" include technology and software source code (and not commodities) subject to the EAR foreign nationals within the United States, "items" only include technology and software source code (and not commodities) subject to the EAR.
- i. "ITAR" International Traffic In Arms Regulations.
- j. "EAR" Export Administration Regulations.
- k. "CFR" Commercial Federal Regulations.

3. SHIPMENT/DELIVERY

- a. The specific services or quantity of goods ordered in any Order must be performed or delivered in full and cannot be changed without the Buyer's. Any unauthorized service or quantity of goods is subject to rejection by Buyer and return at Seller's expense.
- b. No charges of any kind, including charges for packaging, cartage, insurance or other extra charge will be allowed unless specifically agreed to in writing in advance by Buyer or noted on the face of this Order. All packaging, carting and insurance shall conform to the highest commercial standards. All goods shall be suitably packed or otherwise prepared for shipment to prevent damage in transit and to meet carrier's

requirements, and classified to assure lowest transportation rates consistent with full protection against loss or damage. Each container must be marked with the Order number and other identification marks as shown on the face hereof. Risk of loss of or damage to all goods shall remain with Seller until accepted by Buyer at the Delivery Point. Buyer shall be notified as soon as possible when shipments will be made and of shipments made. Shipments sent C.O.D. without the prior written consent of Buyer will not be accepted and will be at Seller's risk. Freight or express charges must be prepaid by Seller when the Delivery Point is Buyer's facility. Parcel post shipments are Seller's risk.

- c. Seller shall place Buyer's Purchase Order number, contract number, show gross and net weights and all applicable quality requirements on all packages, bills of lading, express receipts, shipping cases, correspondence and invoices delivered to Buyer.
- d. Seller shall be solely responsible to do all things necessary with respect to the exportation of the goods or other items to be delivered hereunder from the country of origin, and shall pay all customs duties, tariffs, taxes and fees required to be paid with respect to such exportation of such articles or other items from the country of origin. Seller also agrees to pay, and to indemnify and hold harmless Buyer from and against, any direct or indirect customs duties or similar imposts, costs, charges, interest and penalties, paid to the U.S. Government (including the Customs Merchandise Fee), relating to or arising out of the initial importation into the United States of such goods or other items delivered hereunder. All payments made pursuant to this provision shall be made on an after-tax basis.
- e. Seller guarantees that all goods and services to be delivered hereunder shall be delivered in accordance with the scheduled delivery date set forth in this Order. Except for delay caused by Buyer, where the delivery date is not met, Seller shall credit to Buyer's account an amount equal to the product of the applicable percentage specified below and the total cost of the goods or services so delinquent: 0-15 days late, 5%; 16-22 days late, 10%; 23-30+ days late, 20%. The parties expressly agree that the foregoing credit is for late delivery only and is cumulative with, and does not exclude, any other right or remedy Buyer may have, at law or in equity, for breach of any term of this Order.

4. PACKING AND SHIPPING

Seller shall prepare and pack the Goods to prevent damage and deterioration, and comply with carrier tariffs. Charges for preparation, packing, crating and cartage are included in the price unless separately specified in the Order. Seller shall make no declaration concerning value of Goods shipped, except on Goods where tariff rating is dependent upon released or declared value, in which event Seller shall release or declare such value at maximum value within the lowest rating.

5. INVOICE AND PAYMENT

Seller shall issue a separate invoice for each delivery and shall not issue any invoice prior to the order schedule date or actual delivery date, whichever is later. Payment will be made ninety (90) days after receipt of non-defective Goods and proper (correct) Invoice. Unless freight or other charges are itemized, any applicable discount will be taken on full amount of invoice. Payment due date, including discount periods, will be computed from date of receipt of Goods or proper (correct) invoice, whichever is later, to date Buyer's check is mailed or otherwise tendered. Seller shall promptly repay to Buyer any amounts paid in excess of amounts due Seller.

6. INSPECTION

Buyer acceptance of Goods shall be subject to Buyer's final inspection and approval within a reasonable time after receipt at destination, notwithstanding any payment or prior test or inspection. In addition, Buyer and the Federal Aviation Administration (if non-domestic, then an equivalent government agency) may inspect and evaluate Seller's plant, including but not limited to facilities, systems, equipment, testing, data, personnel and all work-in-process and completed Goods manufactured. Buyer's (a) inspection, test or prior approval or acceptance, (b) delay or failure to inspect, test or give prior approval, rejection, or acceptance, or (c) failure to discover any defect or other non-compliance, shall neither relieve Seller of any of Seller's obligations nor impair any rights or remedies of Buyer or Buyer's Customers. Buyer acceptance shall be revocable and not conclusive regarding latent defects, Counterfeit Goods, fraud, or such gross mistakes as amount to fraud.

7. REJECTION

In the regular course of its business, Buyer may reject, refuse acceptance, or revoke acceptance (in all cases, a "rejection") of any or all of the Goods or any tender thereof which are not strictly in conformance with all of the requirements of this Order, and by notice, rejection tag, or other communication, notify Seller of such rejection. At

Seller's risk and expense, all such rejected Goods may be returned to Seller for immediate Seller repair, replacement and other correction and redelivery to Buyer; provided, however, that with respect to any or all such rejected Goods and in Buyer's sole discretion and at Seller's risk and expense, Buyer may: (a) hold, retain or return such Goods, without permitting any repair, replacement or other correction by Seller; (b) hold or retain such Goods for repair by Seller or, at Buyer's election, for repair by Buyer with such assistance from Seller as Buyer may require; (c) hold such Goods until Seller has delivered conforming replacements for such Goods; (d) hold such Goods until conforming replacements are obtained from a third party; or (e) return such Goods with instructions to Seller as to whether the Goods shall be repaired or replaced and as to the manner of redelivery. All repair, replacement and other correction and redelivery shall be completed within such time as Buyer may require. All repairs must be pre-approved by Buyer in writing. All replacements or other remedies for rejected Goods, direct and indirect costs and expenses and loss of profits or value incurred as a result of or in connection with nonconformance and repair, replacement, or other correction may be recovered from Seller by equitable price reduction, set-off or credit against any amounts which may be owed to Seller under this Order or otherwise.

8. WARRANTIES

Unless otherwise agreed to in writing by the parties, Seller warrants that Goods (a) ordered to Buyer's specifications will conform thereto and to any drawings, samples or other description furnished or adopted by Buyer, or, if not ordered to specifications, will be fit and sufficient for the purpose intended, and that all articles will be merchantable, (b) will be new and of good material and workmanship, and free from defect, and (c) to the extent not manufactured pursuant to detailed designs furnished solely by Buyer, will be free from all defects in design and fit for the intended purpose. Such warranties, together with Seller's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the Goods and shall run to Buyer, its successors, assigns and Customers. Except for Counterfeit Goods, latent defects, fraud, or such gross mistakes of Seller as amount to fraud, notice of any defect or nonconformity must be given by the Buyer to the Seller within one (1) year after delivery, or one (1) year after receipt of satisfactory qualification test reports, if required hereunder, whichever is later. Buyer may, at its option in Buyer's sole discretion, either return for credit or refund or require prompt correction or replacement of the defective or nonconforming Goods or part thereof. Return to Seller of any defective or nonconforming Goods and delivery to Buyer of any corrected or replaced Goods shall be at Seller's expense. Defective or nonconforming Goods shall not be corrected or replaced unless specified on Buyer's written order. Goods required to be corrected or replaced shall be subject to the provisions of this clause and clauses 6 (INSPECTION) and 7 (REJECTION), in the same manner and to the same extent as Goods originally delivered under this Order, but only as to the corrected or replaced part or parts thereof.

9. INDEMNITY/INFRINGEMENT

Seller shall indemnify, defend, and save Buyer and Customers harmless from all allegations, threats, claims, suits, actions, awards (including but not limited to awards based on intentional infringement of patents known to Seller at the time of such infringement and those exceeding actual damages and/or including attorney's fees), liabilities, damages, costs and attorney's fees related to the threatened, actual or alleged infringement of any United States or foreign intellectual property right (including but not limited to any right in a patent, copyright, trademark, trade dress, industrial design or semiconductor mask work, or based on misappropriation or wrongful use of information or documents) and arising out of the delivery, manufacture, sale, re- sale, or use of Goods by Buyer or Customers (an "IP Claim"). Buyer and/or Customers shall duly notify Seller of any IP Claim; and Seller shall, at its own expense, fully defend such IP Claim on behalf of Buyer and/or Customers. Seller shall have no obligation under this clause with regard to any IP Claim arising from: (a) Seller's compliance with formal specifications issued by Buyer where infringement could not have been avoided in complying with such specifications or (b) use or sale of Goods in combination with other items when such infringement would not have occurred from the use or sale of those Goods solely for the purpose for which they were designed or sold by Seller.

10. INSURANCE

Seller shall maintain appropriate insurance coverages including general liability and comprehensive, automobile liability, workers' compensation, and product liability and will supply Buyer with certificates of insurance upon request. Seller, if requested by Buyer, agrees to have Buyer added as an "additional insured" to all applicable insurance policies.

11. CHANGES

Buyer's representative may from time to time in writing direct changes within the general scope of this Order in any one or more of the following: (a) technical requirements and descriptions, specifications, statements of work, drawings or designs; (b) shipment or packing methods; (c) place of delivery, inspection or acceptance, (d) reasonable adjustments in quantities or delivery schedules or both; and (e) amount of Buyer-furnished property. Seller shall comply immediately with such direction, and avoid unnecessary costs related thereto. If any such change causes an increase or decrease in the cost of an excess of 10% of the original price of the Goods or the time required for performance of this Order, then equitable adjustments in the prices and schedules of this Order shall be made to reflect such increase or decrease, and this Order shall be modified in writing accordingly. Unless otherwise agreed in writing, any Seller claim for adjustment must be delivered to Buyer with back-up documentation in writing within twenty-five (25) calendar days after Seller receipt of such direction. Seller shall make available for Buyer examination relevant books and records to verify Seller's claim for adjustment. Failure of Buyer and Seller to agree upon any adjustment shall not excuse Seller from performing in accordance with such direction. If Seller considers that the conduct of any of Buyer's employees has constituted a change hereunder, Seller shall notify Buyer immediately in writing as to the nature of such conduct and its effect upon Seller's performance. Pending direction from Buyer's representative, Seller shall take no action to implement any such change.

12. TERMINATION - CONVENIENCE

Buyer may terminate this Order in whole or from time to time in part, effective as of the date specified by Buyer. Upon a termination for convenience, Seller shall complete performance of the work and/or supply the Goods not terminated. Buyer shall pay Seller for any Goods delivered and accepted in accordance with the termination notice and Buyer shall have no further liability to Seller. Termination of all or part of an Order shall not result in any change to prices for Goods or Services not terminated.

13. CANCELLATION - DEFAULT

Buyer may cancel this Order in whole or from time to time in part, effective on the date specified by Buyer, in the event (a) of any failure by Seller to deliver, when and as required by this or any Order, (b) of any failure by Seller to provide a plan acceptable to Buyer to cure such failure within ten (10) days of receiving Buyer's written notice of default, (c) of any failure by Seller to perform or comply with any obligation set forth in this Order, (d) of any act, breach or omission under this Order the result of which is to cause Buyer to be in breach or default under any of Buyer's obligations or duties with or to a Customer, (e) the Seller is or has participated in the sale, purchase or manufacture of airplane parts without the required approval of the FAA, (f) of Seller's suspension of business, insolvency, reorganization or arrangement or liquidation proceedings, assignment for the benefit of creditors, or actual or constructive rejection by a bankruptcy trustee, or appointment of a receiver for Seller's property, or (g) the Seller or the Seller's parent company is listed in (i) the United States Department of Commerce Bureau of Export Administration Denied Persons List, (ii) the United States General Services Administration List of Parties Excluded from Federal Procurement and Nonprocurement Programs, or (iii) the United States Environmental Protection Agency List of Violating Facilities.

In the event of a cancellation for default, Buyer may, in Buyer's sole discretion, require Seller to transfer title and deliver to Buyer part or all of the materials, work-in-process, CNC files, CAD/modeling files, other relevant digital design and manufacturing files, fixtures, jigs, tooling, and manufacturing drawings and data produced or acquired by Seller specifically for the performance of any Order. Buyer may require Seller to assign to Buyer any or all subcontracts issued for the performance of any Order. Seller is entitled to reasonable compensation for all such items delivered to and accepted by Buyer; however, Buyer is not obligated to pay Seller any such compensation until there has been a full accounting and reconciliation of all costs, expenses, damages, and other obligations incurred by Buyer as a result of Seller's default.

14. RESPONSIBILITY FOR PERFORMANCE

- a. Buyer issuance of this Order is based in part on Buyer reliance upon Seller's ability, expertise and awareness of the intended use of the Goods, and Seller's continuing compliance with all applicable laws and regulations during the performance of this Order. Further, Seller shall not, by contract, operation of law, or otherwise, assign any of its rights or interest in this Order, including but not limited to any right to monies due or to become due, or delegate any of its duties or obligations under this Order, or subcontract all or substantially all of its performance of this Order to one or more third parties, without Buyer's prior written consent. No

assignment, delegation or subcontracting by Seller with or without Buyer's consent shall relieve Seller of any of its obligations under this Order or prejudice any of Buyer's rights against Seller whether arising before or after the date of the assignment, including but not limited to set off and recoupment.

- b. The review or approval by Buyer of any work or Goods hereunder or of any designs, drawings, specifications or other documents prepared hereunder shall not relieve Seller of any of Seller's obligations under this Order, nor excuse or constitute a waiver of any defects or nonconformities in any Goods furnished under this Order, nor change, modify or otherwise affect any of the provisions of this Order, including, but not limited to, the prices and delivery schedules contained herein.

15. NONCONFORMITY

The Seller shall notify the Buyer in writing when a nonconformance is determined to exist, or is suspected to exist, on Product already delivered to the Buyer. In addition, Seller will obtain approval from Buyer on nonconforming product disposition. Goods required to be corrected or replaced will be subject to the provisions of Section 8 (Warranties), in the same manner and to the same extent as Goods originally delivered under this Order, but only as to the corrected or replaced part or parts thereof.

16. FORCE MAJEURE

- a. Neither party shall be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Supplier's economic hardship or changes in market conditions are not considered Force Majeure Events. Supplier shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Agreement. Whenever there is an actual delay or threat to delay the timely performance of this Agreement ("Delay") Supplier shall promptly notify Tighitco in writing of the cause and probable length of any anticipated Delay and take, at its sole expense, all necessary actions to mitigate the potential impact of any such Delay and minimize disruption of supply to Tighitco, including treating Tighitco no less favorably than any of its other customers if Supplier is required to allocate goods or resources among its customers. Neither such notification nor acknowledgment by Tighitco will constitute a waiver of the Purchase Order's specified delivery schedule.
- b. If a Force Majeure Event prevents Supplier from carrying out its obligations under this Agreement for a continuous period of more than thirty (30) business days, Tighitco may terminate this Agreement immediately by giving written notice to Supplier.

17. STOP WORK

- a. When directed by written notice from Tighitco ("Stop Work Notice"), Supplier will immediately stop all or part of the work relating to this Agreement to the extent specified in the notice for a period of up to one hundred twenty (120) calendar days or longer if extended by mutual agreement. Supplier shall take all reasonable steps to minimize the incurrence of costs allocable to the work covered by this Agreement during the period of the stop work.
- b. Within such period, Tighitco may either terminate or continue the work by written order to the Supplier. If a Stop Work Notice is cancelled or the period of the Stop Work Notice or any agreed extension thereof expires, Supplier must resume work and Tighitco and Supplier will agree upon a reasonable adjustment in the delivery schedule. In no event will such adjustment exceed the period of time in which the Stop Work Notice was in effect. Except as otherwise provided herein, the total Purchase Order price will not be adjusted and Tighitco will not incur any liability by the issuance of a Stop Work Notice.

18. PUBLICITY

Seller shall not, and shall require that its subcontractors and suppliers of any tier shall not, cause or permit to be released any publicity, advertisement, news release, public announcement, or denial or confirmation of same, in whatever form, regarding any aspect of this Order or the Goods or program to which they pertain without Buyer's prior written approval.

19. RESPONSIBILITY FOR PROPERTY

Unless otherwise specified, upon delivery to Seller or manufacture or acquisition by Seller of any materials, parts, tooling, data or other property, title to which is in Buyer, Seller assumes the risk of and shall be responsible for any loss thereof or damage thereto. Seller shall maintain insurance of an appropriate kind and amount for all Buyer owned property in its possession, and said property shall be kept in good condition, appropriately labeled, and segregated from Seller's property. In accordance with the provisions of this Order, but In any event upon completion thereof, Seller shall return such property to Buyer in the condition in which it was received except for reasonable wear and tear and except for such property as has been reasonably consumed in the performance of this Order.

20. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Seller agrees not to disclose to any other person or entity any confidential information belonging to the Buyer or to a Customer or any of their respective divisions, customers, suppliers or collaboration partners (including, without limitation, this Order, the contents or attachments to the Order, the specifications, formulae, manufacturing processes, know-how and any technical or economic information) or use such information for any purpose except for the supply of Goods and/or services to Buyer or as expressly authorized in writing by Buyer. Seller agrees to return to Buyer such information and any copies, if requested. Seller must, on request, transfer to Buyer, free of charge and free from encumbrances, any digital files, documents, specifications, plans, drawings, samples, information or Goods created or prepared during performance by Seller or Seller's employees, subcontractors, suppliers and consultants, which Buyer may use without any charge. Intellectual property rights in any information, documentation, prototypes or tooling provided by Buyer to Seller shall remain owned by Buyer or Customers and shall only be used for the sole purpose of supplying Goods and/or services to Buyer. If any intellectual property rights are created or generated from such information, documentation, prototypes or tooling or otherwise in performing the Order or the manufacturing of the Goods, all such intellectual ownership rights shall automatically be vested in Buyer or Buyer's designee.

21. NONWAIVER AND PARTIAL INVALIDITY

Any and all failure, delay or forbearance of Buyer insisting upon or enforcing at any time or times any of the provisions of this Order, or to exercise any rights or remedies under this Order, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies in those or any other instances, rather, the same shall be and remain in full force and effect. Further, if any provision of this Order is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.

22. GOVERNMENT REQUIREMENTS

Within Seller's invoice or other form satisfactory to Buyer, Seller shall certify that the Goods covered by this Order are supplied in compliance with FAR 52.225-1 (The Buy American Act – Supplies) and were produced in compliance with Sections 6, 7, and 12, Fair Labor Standards Act, as amended, and the regulations and orders of the U.S. Department of Labor issued thereunder. Subparagraphs (b)(1) through (b)(11) of the Equal Opportunity clause set forth in FAR 52.222-26 are incorporated herein by reference, except "Contractor" means "Seller". Where an Order is placed for supply to a Government entity as an ultimate Customer, all required flow downs under the prime contract are incorporated herein by this reference. In said flow downs, Buyer will assume the role of "Government" and Seller will assume the role of "Contractor". Seller is responsible for following such provisions including the Government Termination for Convenience clauses found in the applicable FAR. Seller assumes a duty to inquire of Buyer regarding the applicable FAR and DFARS provisions.

23. COUNTERFEIT GOODS

- a. To reduce the risk of the procurement of Counterfeit Goods, Seller shall be the OEM or purchase all Goods (including all raw materials and subcomponents of Goods) supplied under this Order from the original

equipment/component manufacturer (OEM/OCM) or their authorized distributors. Seller represents and warrants that only new and authentic materials will be supplied to Buyer as Goods and that the Goods delivered under this Order are not and do not contain any Counterfeit Goods. Seller must maintain and make available to Buyer, at Buyer's request, OEM/OCM documentation that authenticates traceability of Goods or the components of Goods to the applicable OEM/OCM.

- b. In the event that Goods delivered under this Order constitute or include Counterfeit Goods, Seller shall, at its expense, promptly replace such Counterfeit Goods with genuine Goods conforming to the requirements of this Order. Notwithstanding any other provisions in this Order, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Goods, including without limitation Buyer's costs of removing Counterfeit Goods, fines, fees, penalties, warranty costs, product failure costs, costs of installing replacement Goods, and of any testing and inspections necessitated by the reinstallation of Goods after Counterfeit Goods have been removed.
- c. Seller shall report in a reputable system, such as the Government Industry Data Exchange Program (GIDEP) or the Federal Aviation Administration's (FAA) Suspected Unapproved Parts Program (SUP), all Counterfeit Goods discovered.
- d. Seller shall include this clause and the applicable definitions of Goods and Counterfeit Goods in lower tier subcontracts for the delivery of items that will be included in or furnished as Goods to Buyer.
- e. Seller has implemented SAE AS6174 regarding Counterfeit Materiel and the Goods are supplied to Buyer in compliance with SAE AS6174. In addition, for electronic parts, the Seller has implemented SAE AS5553 and the Goods are supplied to Buyer in compliance with SAE AS5553.

24. GOVERNING LAW

- a. This Order and the performance thereof shall be governed by the laws of the State of South Carolina in the United States of America, exclusive of the choice of law rules thereof. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to any Order and are specifically excluded from these Terms and Conditions. The Order and all of these Terms and Conditions must be construed in accordance with the Uniform Commercial Code as enacted in the state of South Carolina.
- b. (B) Any dispute arising under this order, which is not settled by mutual agreement of the parties, may be settled by appropriate legal proceedings only in a court of competent jurisdiction in the state of South Carolina, and the parties hereto consent to personal jurisdiction in South Carolina and waive any defenses they have including lack of personal jurisdiction and forum non conveniens. Buyer explicitly rejects any and all arbitration requirements. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this Order, Seller shall proceed diligently with the performance of this order in accordance with the decision of Buyer.

25. OSHA HAZARD COMMUNICATION STANDARD

Seller will comply with the Hazard Communication standard, 29 CFR 1910.1200, if applicable. All Material Safety Data Sheets (MSDS) / Safety Data Sheets (SDS) shall be provided to Buyer with the Goods. All Goods shall be labeled as required by the standard.

26. COMPLIANCE WITH LAWS

Seller shall be responsible for complying with all laws including, but not limited to, any statute, rule, regulation, judgment, decree, order or permit applicable to its performance under this Order. Seller further agrees (1) to notify Buyer of any obligation under this Order which is prohibited under any applicable environmental law, at the earliest opportunity but in all events sufficiently in advance of Seller's performance of such obligation so as to enable the identification of alternate methods of performance, and (2) to notify Buyer at the earliest possible opportunity of any aspects of its performance which become subject to additional environmental regulation or which Seller reasonably believes will become subject to additional environmental regulation during performance of this Order.

27. MONITORING.

- a. Overall Performance, Seller shall maintain at all times a performance rating of ninety-eight percent (98%) or higher in accordance with Buyer's operating standards, including but not limited to, key performance indicators. If Seller's performance rating, including but not limited to, Quality, Delivery and/or Purchase Order Conformance, falls below 98%,

Seller shall perform a root cause analysis and provide Buyer with a corrective action plan outlining the tasks necessary to ensure timely and complete resolution of any problems. If Seller's corrective action plan does not fully eliminate the problem, then Buyer reserves the right to impose any costs resulting from such failure, including, but not limited to, source inspection at Seller's expense. If Seller's performance rating remains below 98% for more than sixty (60) days, then Seller shall grant Buyer a five percent (5%) discount on all goods and services under this Order until Seller brings its performance rating up to at least 98%.

- b. Quality, Seller shall comply with the quality requirements set forth by Buyer and its customers and ensure that its subcontractors and suppliers are in compliance therewith. Buyer reserves the right to charge Seller a two hundred and fifty (\$250) dollar penalty for each Non-Conformance Report (NCR) written by Buyer against Seller's goods and services supplied hereunder.

28. ITAR / EAR EXPORT / IMPORT CONTROLS

- a. The parties anticipate that, in the performance of Orders, the Seller may generate or need access to export-controlled items including data, information, confidential information, drawings, and / or specifications. The Seller shall comply with all applicable laws and regulations regarding export-controlled items, including the requirement for contractors to register with the Department of State in accordance with the ITAR. The Seller will consult with the Department of State regarding any questions relating to the ITAR and with the Department of Commerce regarding any questions relating to the EAR.
- b. Seller shall notify Buyer of any Goods or Services to be provided under this Order that require export licensing under ITAR or EAR. Upon request, Seller shall provide to Buyer the Export Control Classification Number or other identifying classification for any Goods or Services to be provided under this Order. If Seller has not self-classified a Good, Buyer disagrees with Seller's self-classification, or Seller last sought a Commodity Jurisdiction request before the effective Export Control Reform (ECR) date, Seller will cooperate and work with Buyer in seeking a Commodity Jurisdiction on the Goods in question.
- c. Seller shall not export, disclose to foreign persons, or give access to foreign persons any export-controlled items including technical data and other items and information it receives from Buyer under this Order unless Seller has both secured the explicit written permission from Buyer and the proper and appropriate licenses, technical assistance agreements, or other requisite documentation from the US Government.
- d. The Seller's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.
- e. Nothing in the terms of this Order or any contract or agreement with Buyer is intended to change, supersede, or waive any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to:
 - i. The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401-2420);
 - ii. The Arms Export Control Act of 1976 (22 U.S.C. 2751 *et seq.*);
 - iii. The International Emergency Economic Powers Act (50 U.S.C. 1701-1707);
 - iv. The Export Administration Regulations (15 CFR Parts 730-774);
 - v. The International Traffic in Arms Regulations (22 CFR Parts 120-130);
 - vi. Executive Order 13222, as extended;
 - vii. DoD Directive 2040.2, International Transfers of Technology, Goods, Services, and Munitions; DoD Industrial Security Regulation (DoD 5220.22-R); and
 - viii. The sanctions and regulations of the Office of Foreign Assets Control codified at 31 CFR Chapter V.
- f. Seller further understands that the Goods provided to Buyer are subject to the import control laws of the United States, including the ITAR and the Bureau of Alcohol, Tobacco, Firearms, and Explosives regulations of 27 CFR Part 447.
- g. Seller is responsible for following all US laws and regulations required to import or export products or export-controlled items and agrees to be held responsible for any liabilities, fines, or penalties imposed as a result of Seller's noncompliance with the import and export control laws, and Seller agrees to indemnify Buyer for any and all such liabilities, penalties or other of Buyer's damages which may be incurred by Buyer based on Seller's breach under this Section 24 (ITAR/EAR Export/Import Controls). The Seller hereby agrees that it will not ship Goods to the United States except in compliance with US import control laws and regulations and it will not export export-controlled Goods except in compliance with US export laws and regulations.
- h. If Seller is a US company that engages in the business of either manufacturing or exporting defense articles or

furnishing defense services, the Seller hereby certifies that it has registered with the US Department of State Directorate of Defense Trade Controls.

- i. Seller shall immediately notify Buyer if it is or becomes listed on any Excluded or Denied Party List of an Agency of the US Government, or if its export privileges are denied, suspended, or revoked.
- j. Seller shall include the substance of this clause, including this paragraph (j) and all necessary definitions, in all subcontracts that are expected to involve access to or generation of export-controlled items.

29. CONTROL OF EXCESS INVENTORY

- a. Seller shall not stockpile Goods or manufacture Goods in advance of requirements.
- b. The Seller shall strictly control all inventory of Goods that is in excess of the Order quantity in order to prevent Goods from being sold or provided to any third party without prior written authorization of Buyer.

30. GRATUITIES

- a. Seller warrants that neither it nor any of its employees, agents or representatives has offered or given any gratuities to Buyer's employees, agents, representatives, Customers, or regulators with a view toward securing this Order or securing favorable treatment with respect thereto.
- b. Seller warrants that during the performance of this Order, neither it nor any of its employees, agents or representatives will offer or give any gratuities to Buyer's employees, agents, representatives, Customers, or regulators with a view toward securing favorable treatment with respect to this Order.
- c. Seller warrants that it is in compliance with the US Foreign Corrupt Practices Act (FCPA) and all similar international anti-bribery statutes and will remain in compliance with all such laws.

31. FINANCIAL DATA

If requested, Seller shall provide financial data, on a quarterly basis, or as requested to Buyer for credit and financial condition reviews. Said data shall include but not be limited to balance sheets, schedule of accounts payable and receivable, major lines of credit, creditors, income statements (profit and loss), cash flow statements, firm backlog, and headcount. Copies of such data are to be made available within 72 hours of any written request by Buyer. All such information shall be treated as confidential.

32. ORDER OF PRECEDENCE

In the event of a conflict between the provisions of this Order, precedence will be given in the following order, with the first listed document having the highest precedence:

- a. In the event that there is a Memorandum of Understanding (MOU) or Long Term Agreement (LTA) between Buyer and Seller relating to the Goods, the terms and conditions of that document.
- b. Additional US Government purchase or procurement terms and conditions, if any, to include without limitation, all applicable governmental or prime contract mandatory terms and flow downs whether based on FAR, DFAR or otherwise.
- c. The Order, including all quality codes listed with a part number.
- d. These Terms and Conditions for the Order.
- e. Other Forms generated by Buyer, if any.
- f. Seller generated documents accepted in writing by Buyer to be incorporated by reference into this Order, if any.
- g. The Seller will promptly report any perceived inconsistency or conflict in this Order to the Buyer, even if the perceived inconsistency or conflict can be resolved by applying this clause.

33. ETHICS REQUIREMENTS/CODE OF CONDUCT

Buyer is committed to conducting its business fairly, impartially, and in an ethical and proper manner. Buyer's expectation is that Seller will also conduct its business fairly, impartially and in an ethical and proper manner. Buyer further expects that Seller will have (or will develop) and adhere to a code of ethical standards. If Seller has cause to believe that Buyer or any employee or agent of Buyer has behaved improperly or unethically under this contract, Seller shall report such conduct to Buyer. Although Buyer will not use the failure to report improper or unethical behavior as a basis for claiming breach of contract by Seller, Seller is encouraged to exert reasonable efforts to report such behavior when warranted.

34. REMEDIES

Buyer's rights and remedies hereunder are cumulative, and are in addition to those provided to Buyer by law or in equity and include Buyer shall be entitled to collect Buyer's indirect, direct, incidental and consequential damages, lost profits and reasonable attorney's fees.

35. CONFLICT MINERALS

With respect to any and all Deliverables (if any) delivered under the Agreement, Supplier warrants that such Deliverables will at no time contain any "conflict minerals," as such term is defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, including, without limitation, columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives, or any other mineral or its derivatives (collectively known as "3TG"), determined by the U.S. Secretary of State to be financing conflict in the Democratic Republic of the Congo (DRC) sourced from the DRC or adjoining countries. Any "3TG" will be sourced from validated Smelters. Supplier shall, no later than forty-five (45) days following each calendar year in which Supplier has delivered any Deliverables to Tighitco, under this Agreement or otherwise, complete the Conflict Minerals Reporting Template that will be sent by or on behalf of Tighitco.

36. SPECIALTY METALS

If the Supplier delivers any item(s) under this contract that contain specialty metals, Supplier agrees that such specialty metals shall be melted in the United States or a qualifying country. The definitions of "specialty metals" and "qualifying countries" are set forth in DFARS 252.225-7008, 252.225-7009, 252.225-7010 and 252.225-7012 which are incorporated herein by reference.

37. ENTIRE AGREEMENT

This Order sets forth the entire agreement, and supersedes any and all other agreements, understandings and communications between Buyer and Seller and related to the subject matter of this Order. No amendment or modification of this Order shall be binding upon Buyer unless set forth in a written instrument signed by Buyer's representative.

TIGHTCO

Terms and Conditions of Purchase Addendum Dated 2-3-2023

U.S. GOVERNMENT FLOWDOWN CLAUSES (clauses incorporated by reference)

If the Agreement supports a USG requirement, Section 23. GOVERNMENT REQUIREMENTS is modified to include the following:

The FAR and DFARS clauses referenced below, which are in effect at the date of the Agreement, are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Agreement. Any FAR or DFARS clause which does not apply to this Agreement, as defined and prescribed in the FAR or DFARS, is considered to be self-deleted. In all clauses listed herein, terms shall be revised to suitably identify the Party to establish Supplier's obligations to Tighitco and to the USG, and to enable Tighitco to meet its obligations under the Prime Contract.

FAR/DFARS CLAUSE	DESCRIPTION TITLE (Latest Revision at time of Agreement is to apply, unless otherwise noted)
52.203-3	Gratuities
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures
52.203-12	Limitation on Payments to Influence Certain Federal Transactions <i>{Contract Awards in Excess</i>
52.204-2	Security Requirements
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements
52.215-2	Audit and Records - Negotiation
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications
52.215-12	Subcontractor Certified Cost or Pricing Data
52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications
52.215-14	Integrity of Unit Prices
52.215-15	Pension Adjustments and Asset Reversions <i>{Contract Awards in Excess of \$750,000}</i>
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions <i>{Contract Awards in Excess of \$750,000}</i>
52.215-19	Notification of Ownership Changes
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications with Alternate II
52.219-8	Utilization of Small Business Concerns

FAR/DFARS CLAUSE	DESCRIPTION TITLE <i>(Latest Revision at time of Agreement is to apply, unless otherwise noted)</i>
52.219-9	Small Business Subcontracting Plan (\$500,000 and Over)
52.222-1	Notice of Government of Labor Dispute
52.222-19	Child Labor – Cooperation with Authorities and Remedies
52.222-20	Walsh-Healey Public Contracts Act
52.222-21	Prohibition of Non-segregated Facilities
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	Affirmative Action for Workers with Disabilities
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees
52.223-3	Hazardous Material Identification and Material Data Safety
52.223-6	Drug-Free Workplace
52.223-11	Ozone-Depleting Substances
52.225-1	Buy American Act - Supplies
52.225-8	Duty-Free Entry
52.225-13	Restrictions on Certain Foreign Purchases.
52.227-1	Authorization and Consent With Alternate I
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-10	Filing of Patent Applications – Classified Subject Matter
52.227-12	Patent Rights – Retention by the Contractor (Long Form)
52.228-5	Insurance – Work on a Government Installation
52.228-7	Insurance -- Liability to Third Persons
52.229-3	Federal State and Local Taxes
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.230-4	Consistency of Cost Accounting Practices
52.230-5	Cost Accounting Standards – Educational Institution
52.230-6	Administration of Cost Accounting Standards
52.234-1	Industrial Resources Developed Defense Production Act
52.242-13	Bankruptcy (<i>Except replace “a listing of Government contract numbers and contracting offices for all Government contracts” with “a listing of all Buyer Orders”</i>)
52.243-1	Changes - Fixed Price (<i>Except in subparagraph (c), replace the reference to 30 days with 15 days</i>)
52.243-6	Change Order Accounting
52.243-7	Notification of Changes
52.244-5	Competition in Subcontracting

FAR/DFARS CLAUSE	DESCRIPTION TITLE (Latest Revision at time of Agreement is to apply, unless otherwise noted)
52.244-6	Subcontracts for Commercial Items
52.245-2	Government Property (Fixed Price) with Alt 1
52.245-9	Use and Charges
52.245-17	Special Tooling
52.245-18	Special Test Equipment
52.246-2	Inspection of Supplies – Fixed Price
52.246-4	Inspection of Services - Fixed Price
52.246-7	Inspection of Research and Development - Fixed Price
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels
52.248-1	Value Engineering
52.249-2	Termination for Convenience of the Government (Fixed Price) (<i>In paragraph (c), termination inventory schedule shall be submitted no later than “60 days from the effective date of termination”, paragraph (d) is deleted, in paragraph (e), “the Seller shall submit the termination settlement proposal within 6 months”, and in paragraph (l), “a request for an equitable adjustment shall be requested within 45 days”.</i>)
52.203-13	Contractor Code of Business Ethics and Conduct (contracts over \$5,000,000)
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (if contract is funded under the American Recovery and Reinvestment Act)
52.203-40	Notification of Employee Rights Under the National Labor Relations Act (contracts over \$10,000)
52.222-50	Combating Trafficking in Persons
52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.222-54	Employment Eligibility Verification
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.204-7000	Disclosure of Information
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces Treaty
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country
252.211-7000	Acquisition Streamlining
252.211-7003	Item Identification and Valuation
252.215-7000	Price Adjustment
252.215-7002	Cost Estimating Systems Requirements
252.219-7003	Small, Small Disadvantaged And Women Owned Small BUSINESS Subcontracting Plan (\$500,000 And Over)
252.223-7001	Hazard Warning Labels
252.223-7004	Drug free work force
252.225-7001	Buy American Act and Balance of Payments Program (<i>“Government” is not changed in this clause.</i>)
252.225-7002	Qualifying Country Sources as Subcontractors
252.225-7004	Report of Intended Performance Outside of the United States and Canada – Submission after Award
252.225-7012	Preference for Domestic Commodities
252.225-7013	Duty-Free Entry
252.225-7014	Preference For Domestic Specialty Metals With Alternate I

FAR/DFARS CLAUSE	DESCRIPTION TITLE (Latest Revision at time of Agreement is to apply, unless otherwise noted)
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.227-7013	Rights in Technical Data – Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	Technical Data – Commercial Items
252.227-7016	Rights in Bid or Proposal Information
252.227-7019	Validation of Asserted Restrictions – Computer Software
252.227-7020	Rights in special works
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends
252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7039	Patent Rights – Reporting Of Subject Inventions
252.231-7000	Supplemental Cost Principles
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)
252.245-7001	Reports of Government Furnished Property
252.246-7001	Warranty of Data
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation by Sea-Alt III
252.225-7006	Restrictions on the Use of Mandatory Arbitration Agreements (contracts over
252.225-7000	Buy American Act-Balance of Payment Program Certificate
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7022	Restriction on Acquisition of Polyacrylonitrile (PAN) Carbon Fiber