

PURCHASE ORDER TERMS AND CONDITIONS

Rev 2025

1. ACCEPTANCE

This Order constitutes Buyer's offer to Seller, and acceptance is strictly limited to the terms herein. No term or condition in this Order may be added, modified, superseded, or otherwise altered except through a written instrument signed by Buyer's Purchasing Representative and delivered to Seller. Buyer expressly objects to and will not be bound by any term or condition that differs from or adds to the provisions of this Order, regardless of whether it materially alters the Order. Such terms or conditions shall be deemed void and without effect, even if included in any acknowledgment or acceptance by Seller. Seller's commencement of performance or acceptance of this Order in any form shall serve as conclusive evidence of Seller's agreement to the terms of 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 specified in any Order must be fully performed or delivered as stated and may not be altered without Buyer's prior approval. Any unauthorized services or goods are subject to rejection by Buyer and may be returned at Seller's expense.
- b. No charges of any kind, including those for packaging, cartage, insurance, or other extras, will be allowed unless expressly agreed to in writing by Buyer or specified on the face of this Order. All packaging, carting, and insurance must meet the highest commercial standards. Goods must be suitably packed or otherwise prepared

to prevent damage during transit, comply with carrier requirements, and be classified to ensure the lowest transportation rates while providing full protection against loss or damage. Each container must be clearly marked with the Order number and other identification marks as specified on the face of this Order. Risk of loss or damage to the goods remains with Seller until the goods are accepted by Buyer at the Delivery Point. Seller must notify Buyer as soon as possible of shipment schedules and shipments made. Shipments sent C.O.D. without Buyer's prior written consent will not be accepted and will remain 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 at 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 the Order. Where the Supplier does not meet the required delivery date then the Buyer will be entitled to recover damages, which will be calculated one of two ways (Options). The Buyer will select which option is used to calculate the actual damages. No damages will be calculated for any delay caused by the Buyer. Option one (1) the Seller shall credit to the 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%. Option two (2) the Seller agrees to pay the Buyer one hundred fifty (\$150) dollars for each day that the Supplier does not meet the required delivery date. The calculation for damages regardless of the option selected will begin after the seventh (7th) day after the delivery date set forth in the Order. The parties expressly agree that damages are cumulative with, and do 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 or deterioration and ensure compliance with carrier tariffs. Charges for preparation, packing, crating, and cartage are included in the price unless explicitly stated otherwise in the Order. Seller shall not declare the value of the Goods shipped unless required for tariff rating purposes. In such cases, Seller shall release or declare the value at the maximum amount within the lowest applicable rating.

5. INVOICE AND PAYMENT

Seller shall issue a separate invoice for each delivery and shall not issue any invoice before the order schedule date or the actual delivery date, whichever occurs later. Payment will be made ninety (90) days after the receipt of non-defective Goods and a proper (correct) invoice. Unless freight or other charges are itemized, any applicable discount will be applied to the full invoice amount. The payment due date, including discount periods, will be calculated from the later of the receipt date of the Goods or the proper (correct) invoice, up to the date Buyer mails or otherwise tenders payment. Seller shall promptly refund to Buyer any amounts paid in excess of what is due.

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 under 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 faulty 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 delivered initially under this Order, but only as to the corrected or replaced part or parts thereof.

9. INDEMNITY/INFRINGEMENT

Seller shall indemnify, defend, and hold Buyer and its Customers harmless from all allegations, threats, claims, suits, actions, awards (including, but not limited to, awards based on intentional patent infringement known to Seller at the time and those exceeding actual damages, such as 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 patents, copyrights, trademarks, trade dress, industrial designs, semiconductor mask works, or claims based on the misappropriation or wrongful use of information or documents) arising from the delivery, manufacture, sale, resale, or use of Goods by Buyer or its Customers (an "IP Claim"). Buyer and/or its Customers shall promptly notify Seller of any IP Claim, and Seller shall, at its own expense, fully defend such claims on behalf of Buyer and/or its Customers. Seller shall have no obligation under this clause for any IP Claim arising from: (a) Seller's compliance with Buyer-issued formal specifications where such infringement could not have been avoided by adhering to those specifications, or (b) the use or sale of Goods in combination with other items, where such infringement would not have occurred if the Goods were used or sold solely for the purpose for which they were designed or sold by Seller

10. INSURANCE

Seller shall maintain appropriate insurance coverages, including general liability, comprehensive automobile liability, workers' compensation, and product liability. Upon request, Seller will provide Buyer with certificates of insurance. If requested by Buyer, Seller agrees to add Buyer as an 'additional insured' on all applicable insurance policies.

11. CHANGES

Buyer's representative may, from time to time, issue written directions for changes within the general scope of this Order in any of the following areas: (a) technical requirements, 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; and (e) the amount of Buyer-furnished property. Seller shall promptly comply with such directions and minimize any associated costs. If such a change results in a cost increase or decrease exceeding 10% of the original price of the Goods or the time required for performance, equitable adjustments to the prices and schedules will be made, and this Order will be amended in writing accordingly. Unless otherwise agreed, any claim for adjustment by Seller must be submitted in writing to Buyer with supporting documentation within twenty-five (25) calendar days of receiving such direction. Seller shall make relevant books and records available for Buyer's examination to verify the claim. Failure to agree upon any adjustment shall not excuse Seller from performing as directed. If Seller believes that the conduct of any of Buyer's employees constitutes a change, Seller shall immediately notify Buyer in writing with details of the conduct and its impact on 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. TERMINATION - 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 if a nonconformance is determined or suspected to exist in any Product already delivered to the Buyer. Additionally, Seller must obtain Buyer's approval for the disposition of any nonconforming product. Goods that require correction or replacement will be subject to the provisions of Section 8 (Warranties) in the same manner and to the same extent as the original Goods delivered under this Order, but only with respect to the corrected or replaced part(s).

16. FORCE MAJEURE

- a. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by an event or circumstance beyond its reasonable control, without its fault or negligence, and which by its nature could not have been reasonably foreseen or, if foreseeable, was unavoidable (a "Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God, acts of public enemies, government restrictions, floods, fires, earthquakes, explosions, epidemics, wars, invasions, hostilities, terrorist acts, riots, strikes, embargoes, or industrial disturbances. Economic hardship or changes in market conditions do not constitute Force Majeure Events. The Supplier shall use diligent efforts to resolve any failure or delay in performance caused by a Force Majeure Event, minimize its effects, and resume performance as soon as possible. In the event of an actual or anticipated delay ("Delay"), the Supplier shall promptly notify TIGHITCO in writing, specifying the cause and expected duration of the Delay. The Supplier shall, at its own expense, take all necessary measures to mitigate the impact of the Delay and ensure minimal disruption to TIGHITCO, including treating TIGHITCO no less favorably than any other customer if goods or resources must be allocated. Such notification or acknowledgment by TIGHITCO does not constitute a waiver of the delivery schedule specified in the Purchase Order.
- b. If a Force Majeure Event prevents the Supplier from fulfilling its obligations under this Agreement for more than thirty (30) consecutive business days, TIGHITCO may terminate this Agreement immediately upon providing written notice to the Supplier.

17. STOP WORK

- a. Upon receipt of a written notice from TIGHITCO ("Stop Work Notice"), Supplier shall immediately cease all or part of the work under this Agreement, as specified in the notice, for a period of up to one hundred twenty (120) calendar days, or longer if mutually agreed upon. During the stop work period, Supplier shall take all reasonable steps to minimize any costs associated with the work covered by this Agreement.
- b. During the stop work period, TIGHITCO may either terminate or continue the work by issuing a written order to the Supplier. If the Stop Work Notice is canceled or the period of the notice (or any agreed extension) expires, Supplier must resume work, and TIGHITCO and Supplier will agree on a reasonable adjustment to the delivery schedule. In no event will such adjustment exceed the duration of the Stop Work Notice. Except as otherwise provided herein, the total Purchase Order price will not be adjusted, and TIGHITCO will not incur any liability due to the issuance of a Stop Work Notice.

18. PUBLICITY

Seller shall ensure that neither it nor its subcontractors or suppliers at any tier release any publicity, advertisement, news release, public announcement, or confirmation or denial thereof, in any form, concerning this Order, the Goods, or the related program without the Buyer's prior written approval.

19. RESPONSIBILITY FOR PROPERTY

Unless otherwise specified, upon delivery to Seller or upon manufacture or acquisition by Seller of any materials, parts, tooling, data, or other property owned by Buyer, Seller assumes the risk and responsibility for any loss or damage to such property. Seller shall maintain appropriate insurance coverage for all Buyer-owned property in its possession. This property must be kept in good condition, clearly labeled, and segregated from Seller's property. In accordance with the provisions of this Order, and in any event upon its completion, Seller shall return the property to Buyer in the condition in which it was received, except for reasonable wear and tear or property reasonably consumed during 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 failure, delay, or forbearance by Buyer in insisting upon or enforcing any provision of this Order, or in exercising any rights or remedies under this Order, shall not be construed as a waiver or relinquishment of such provisions, rights, or remedies, whether in that instance or any other. Such provisions, rights, and remedies shall remain in full force and effect. Furthermore, if any provision of this Order is or becomes void or unenforceable by law, the remainder of the Order shall remain 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 its performance shall be governed by the laws of the State of South Carolina, United States of America, excluding its choice of law rules. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Order and are expressly excluded from these Terms and Conditions. This Order and all associated Terms and Conditions shall be construed in accordance with the Uniform Commercial Code as enacted in the State of South Carolina.
- b. Any dispute arising under this Order that is not resolved by mutual agreement of the parties may be settled exclusively through legal proceedings in a court of competent jurisdiction in the State of South Carolina. The parties consent to personal jurisdiction in South Carolina and waive any defenses, including lack of personal jurisdiction and forum non conveniens. Buyer expressly rejects any and all arbitration requirements. Pending any decision, appeal, or judgment in such proceedings, or the settlement of any dispute under this Order, Seller shall continue diligently performing in accordance with Buyer's instructions.

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 otherwise requested, to Buyer for credit and financial condition reviews. Such data shall include, but is not limited to, balance sheets, accounts payable and receivable schedules, major lines of credit, creditors, income statements (profit and loss), cash flow statements, firm backlog, and headcount. Copies of this data must be made available to Buyer within 72 hours of any written request. 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. If there is a Memorandum of Understanding (MOU) or Long-Term Agreement (LTA) between Buyer and Seller relating to the Goods.
- 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 business fairly, impartially, and ethically. Buyer expects the same standards from Seller, including the development and adherence to a code of ethical conduct. If Seller has reason to believe that Buyer or any of Buyer's employees or agents has acted improperly or unethically under this contract, Seller shall report such conduct to Buyer. While Buyer will not consider the failure to report unethical behavior as grounds for claiming a breach of contract by Seller, Seller is encouraged to make reasonable efforts to report such behavior when appropriate.

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 Deliverables (if any) delivered under this Agreement, Supplier warrants that such Deliverables will not contain any 'conflict minerals,' as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. This includes, but is not limited to, columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives, or any other mineral or its derivatives (collectively known as '3TG') that the U.S. Secretary of State determines to be financing conflict in the Democratic Republic of the Congo (DRC) or its adjoining countries. Any '3TG' used will be sourced from validated Smelters.

Supplier shall complete the Conflict Minerals Reporting Template, provided by TIGHITCO or its representative, no later than forty-five (45) days after the end of each calendar year in which Supplier has delivered any Deliverables to TIGHITCO under this Agreement or otherwise.

36. SPECIALTY METALS

If Supplier delivers any item(s) under this contract that contain specialty metals, Supplier agrees that such metals will be melted in the United States or a qualifying country. The definitions of 'specialty metals' and 'qualifying countries' are provided 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 constitutes the entire agreement between Buyer and Seller and supersedes all prior agreements, understandings, and communications related to the subject matter of this Order. No amendment or modification of this Order shall be binding on Buyer unless made in writing and signed by Buyer's representative.

TIGHITCO

Terms and Conditions of Purchase Addendum Dated 12-16-2024

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 (Latest Revision at time of Agreement is to apply, unless otherwise noted)
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
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting
252.204-7021	Cybersecurity Maturity Model Certification Requirements
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
252.225-7000	Buy American Act-Balance of Payment Program Certificate
252.225-7001	Buy American Act and Balance of Payments Program (“Government” is not changed in this clause.)
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

252.225-7006	Restrictions on the Use of Mandatory Arbitration Agreements (contracts over \$1,000,000)
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7012	Preference for Domestic Commodities
252.225-7013	Duty-Free Entry
252.225-7014	Preference For Domestic Specialty Metals With Alternate I
252.225-7015	Restriction on Acquisition of Hand or Measuring Tools
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7022	Restriction on Acquisition of Polyacrylonitrile (PAN) Cabron Fiber
252.225-7025	Restriction on Acquisition of Forgings
252.227-7013	Rights in Technical Data – Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software
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
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
252.239-7017	Notice of Supply Chain Risk
252.239-7018	Supply Chain Risk
252.243-7002	Requests for Equitable Adjustment
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