



TERMS AND CONDITIONS OF PURCHASE

Enjet Aero, LLC

- 1. ENTIRE AGREEMENT ACCEPTANCE.** This Purchase Order, including these Terms and Conditions of Purchase and the accompanying Standards of Conduct (collectively, "*Order*") is an offer by Enjet Aero, LLC and supersedes all other agreements, oral or written, and all other communications between Enjet Aero and the person or entity to whom this Order is addressed ("*Seller*") suggesting additional or different terms, and represents the final and complete understanding of the parties. This Order expressly limits acceptance to these terms, and any proposal for the addition of different terms or any attempt by Seller to vary in any degree any of the terms hereof is hereby deemed material and objected to and rejected. No terms of any document or forms submitted by Seller shall be effective to alter or add to the terms and conditions contained in this Order. Acceptance by Enjet Aero of goods and/or services under the Purchase Order shall not constitute acceptance of any additional or different terms of Seller. Seller's acknowledgement of this Order or commencement of any work or performance of any services hereunder shall constitute acceptance by Seller of this Order and all of its terms and conditions.
- 2. PRICES.** All prices are firm and include all costs and expenses. Payment terms are as stated on this Purchase Order, and discounts shall be taken from the later of the date of the receipt of a complete and accurate invoice or Enjet Aero's written acceptance of the goods or services. No invoices may be rendered by Seller until after the goods have been shipped or the services rendered. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Enjet Aero.
- 3. SET-OFF.** Without prejudice to any other right or remedy it may have, Enjet Aero has the right to set off against any amounts due Seller hereunder any amounts owed to Enjet Aero by Seller arising from any other transaction.
- 4. FAVORED NATIONS.** If, during its performance hereunder, Seller sells to any other customer goods of the same or similar type and quantity purchased hereunder on more favorable terms or conditions, including price, Seller shall advise Enjet Aero, and Enjet Aero shall have the right, at its option, to have such more favorable terms or conditions applied to this and subsequent Orders.
- 5. CHANGES.** Enjet Aero shall have the right at any time to make changes in drawings, specifications, materials, packaging, time and place of delivery, and method of transportation. If those changes cause an increase or decrease in the cost or the time required for the performance, an equitable adjustment shall be made therein, and this Order shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this Section.
- 6. PACKING AND SHIPMENT.** Unless otherwise specified, all goods to be delivered hereunder shall be boxed, crated, and stored without charge and shall be packed and packaged to (a) insure safe arrival at their ultimate destination; (b) secure the lowest transportation costs; and (c) comply with requirements of common carriers. Enjet Aero's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading or shipping receipts. Enjet Aero's



count or weight shall be final and conclusive on shipments not accompanied by packing list. Goods must be delivered in accordance with Enjet Aero's instructions.

7. **DELIVERY.** Time is of the essence with respect to this Order. If the delivery of goods or providing of services purchased hereunder is not completed at the specified time, Enjet Aero may, in addition to any other rights or remedies it may have, terminate this Order, without liability, as to goods not yet shipped or services not yet provided and purchase substitute items or services and charge Seller for any extra costs. If, in order to comply with specified delivery date, Seller must ship by a more expensive way than specified (if at all), Seller shall pay any increased costs. Seller shall assume and pay for any loss or damage to the goods from any cause whatsoever until the goods are delivered to Enjet Aero at Enjet Aero's designated delivery location. Title passes to Enjet Aero upon delivery of the goods at Enjet Aero's designated delivery location.
8. **AS9100 REQUIREMENTS.** Maintaining AS9100 certification requires stringent adherence to quality requirements. Enjet Aero's commitment to precision goes beyond manufacturing and machining. Enjet Aero aims to be precise about how Enjet Aero delivers its products to customers; not just what Enjet Aero delivers. In furtherance of that commitment, Seller shall as appropriate have processes that comply with the requirements of this Order (including, without limitation, specifications, drawings, process requirements, work instructions). Seller shall:
- implement a quality management system.
 - use Enjet Aero designated or approved external providers, including, without limitation, process sources (e.g., special processes).
 - notify Enjet Aero of nonconforming processes, products, or services and obtain approval from Enjet Aero for their disposition.
 - notify Enjet Aero of changes to processes, products, or services, including, without limitation, changes of their external providers or location of manufacture, and obtain the organization's approval.
 - flow down to external providers applicable requirements including Enjet Aero requirements; and
 - provide test specimens for design approval, inspection/verification, investigation, or auditing.

Seller shall provide access by Enjet Aero, Enjet Aero's customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.

Suppliers shall retain documented information, including retention periods and disposition requirements

9. **INTERNATIONAL TRADE COMPLIANCE.** Seller shall conduct business in strict compliance with all applicable laws and regulations, including, without limitation, those governing (a) the export, re-export and retransfer of goods, technical data, software and services; (b) import of goods; (c) economic sanctions and embargoes; and (d) U.S. anti-boycott requirements.
10. **GOVERNMENT PROCUREMENT.** Seller must take special care to comply with the unique and special rules that apply to contracting with the U.S. Government. If Seller supports an Enjet Aero contract with the U.S. Government, Seller must at all times follow the U.S. Government's



rules for competing fairly, honor restrictions applying to U.S. Government employees (including, without limitation, receipt of gifts and employment), deliver products and services that conform to specifications, laws and regulations, adhere to government accounting and pricing requirements, claim only allowable costs, ensure the requirements. The requirements of FAR 52.245-1 Government Property shall apply to suppliers supporting U.S. Government contracts, prime contractors contracting with the US Government and all subcontractors, including Seller.

11. **DIRECT AND SUB-TIER EXTERNAL PROVIDERS.** Seller shall apply appropriate controls to its direct and sub-tier external providers to ensure that requirements of this Order are met. Seller will ensure that persons are aware of:
 - their contribution to product or service conformity
 - their contribution to product safety
 - the importance of ethical behavior.
12. **INSPECTIONS.** All goods and services are subject to inspection by Enjet Aero at all times and places, including during production. No goods or services shall be considered accepted prior to inspection and written acceptance by Enjet Aero. Enjet Aero's exercise of its inspection right shall not relieve Seller of its obligation to furnish all goods and services in strict accordance with this Order. Enjet Aero reserves the right to reject or to revoke acceptance of goods or services which fail to meet any requirement of this Order, notwithstanding any payment or any prior inspection or test.
13. **TEST REPORTS.** If required by this Order, test reports shall be forwarded immediately with shipment and delivery shall not be completed unless certification and/or test reports have been received.
14. **COUNTERFEIT PARTS.** Seller shall establish and maintain a counterfeit parts/material prevention and control plan to ensure that counterfeit material/product is not delivered. Seller shall provide written notification, as soon as possible but no later than within 24 hours, to Enjet Aero's Purchasing Manager and/or Quality Manager if Seller becomes aware or suspects that Seller has furnished counterfeit parts.
15. **WARRANTIES.** Seller warrants and covenants that the goods and/or services purchased hereunder will be (a) in compliance with and meet all requirements and standards of all applicable federal, state and local laws and regulations and applicable standards; (b) in full conformity with the specifications, drawings, descriptions and/or samples furnished or specified by Enjet Aero; (c) free from defects in material, workmanship and design and that all services are performed in a timely, competent and workmanlike manner, (d) of good merchantable quality and fit and sufficient for the purposes intended; (e) free and clear of all liens, security interests or other encumbrances; and (f) free of claims of infringement or misappropriation of any third party's intellectual property and proprietary rights. Seller covenants and agrees that (i) Seller will immediately notify Enjet Aero if a nonconformity or potential non-conformity exists in any goods or services; (ii) Seller shall maintain inspection and test records to serve as evidence of conformance with specified requirements and this Order (such records shall be legible and traceable to the goods involved); and (iii) all flow-downs through Enjet Aero shall be flowed down to Seller and shall become part of this Order. These warranties are cumulative and in addition to any other warranty provided by law or equity.



Any applicable statute of limitations runs from the date of Enjet Aero's discovery of the noncompliance of the goods or services with the foregoing warranties. All warranties and the provisions of this Order shall survive any inspection, testing, delivery, acceptance or payment, and any failure to inspect, test or discover any defect or other nonconformance shall not relieve Seller of any of its obligations under this Order or impair any rights or remedies of Enjet Aero. NO ATTEMPT BY SELLER TO DISCLAIM, EXCLUDE, LIMIT, OR MODIFY ANY WARRANTIES OR SELLER'S LIABILITY FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SHALL BE OF ANY FORCE OR EFFECT. With respect to goods or services that are resold or otherwise transferred to a third party, directly or indirectly by Enjet Aero, such third party shall have the full benefit of all warranties and indemnities from Seller and its suppliers, whether hereunder or otherwise, and Seller agrees to execute any assignments of such warranties and indemnities to such third parties.

16. **RECALL.** In the event that Enjet Aero determines, in Enjet Aero sole discretion, that any defect, nonconformance or deficiency in any of the goods requires a field campaign, recall or similar action ("*Recall*"), to repair, replace or remediate any goods or any of Enjet Aero's products in which goods are incorporated, Seller shall be liable to Enjet Aero and its customers for all costs and expenses with regard to the foregoing including, without limitation, attorneys' fees and litigation costs.
17. **INDEMNIFICATION.** Seller shall indemnify, hold harmless and defend Enjet Aero, its affiliates and their respective customers, successors and assigns, against all lawsuits, damages, losses, expenses (including all attorney's fees and litigation costs), claims, obligations, liabilities, judgments, fines, liens, settlements or penalties, , whether direct or indirect, incidental, consequential, or otherwise arising from, relating to, or in connection with: (a) the use, possession, consumption, manufacture, fabrication, or sale, of the goods or services, including, without limitation, personal injury, property damage, or other damage; (b) Seller's actual or alleged negligence, act or omission, or failure to comply with all the terms of this Order or any other agreement between Enjet Aero and Seller; (c) any Recall; (d) Seller's performance of work on Enjet Aero's premises (and in connection therewith, Seller waives any defense or claim arising by operation of any exclusive remedy provision of any state workers' compensation laws or equivalent federal legislation); (e) the use or possession of the goods actually or allegedly infringing or misappropriating any intellectual property or proprietary right; and (f) Seller's breach of this Order or any of the warranties expressed herein or any warranties implied by law. Seller shall not enter into any settlement without Enjet Aero's prior written consent. This indemnification is in addition to the warranty obligations of Seller.
18. **INTELLECTUAL PROPERTY.** Seller warrants that the manufacture, sale and use of the goods and provision of services will not infringe any patent, copyright, trademark, trade secret or any other intellectual property or proprietary right. In addition to Enjet Aero's other rights and remedies, if all or any portion of the goods or services are held to constitute an infringement of a patent and/or their use is enjoined for any reason, at Enjet Aero's election, Seller shall promptly, and at its own expense, either procure for the right to continue using such goods royalty- free or replace such goods or services to Enjet Aero's satisfaction with non-infringing goods or services of equal or greater quality, specifications and performance. Seller shall not enter into any settlement without Enjet Aero's prior written consent.



19. **INSURANCE.** Seller shall carry Comprehensive General Liability and Comprehensive Automobile Liability Insurance with at least industry-standard policy coverages and limits. At Enjet Aero's request, Seller shall provide to Enjet Aero certificates from Seller's insurers showing that such coverage's are in effect and require Enjet Aero to be given thirty (30) days' prior notice of cancellation or alteration of coverage. Seller acknowledges that Enjet Aero may require additional minimum liability coverage depending on circumstances. Such policies of insurance shall name Enjet Aero as an additional insured and contain a waiver of subrogation in favor of Enjet Aero.
20. **TOOLING.** Any tooling, tools, jigs, dies, patterns, etc. (collectively, "*Tooling*") provided by or paid for by Enjet Aero shall be and remain the sole property of Enjet Aero. Seller shall be responsible for maintenance of the Tooling while in its possession and shall return Tooling to Enjet Aero immediately upon demand. Seller waives any lien rights or other rights to retain Tooling and acknowledges that its obligation to return Tooling upon demand is unconditional.
21. **FORCE MAJEURE.** Enjet Aero shall not be liable for failure to take delivery of goods or to allow performance of the services if such failure or inability is due to causes beyond Enjet Aero's reasonable control.
22. **TERMINATION FOR CAUSE**
- (a) any time, if (i) Seller fails to deliver the goods or to perform the services covered hereby at the specified time or any extension thereof authorized by Enjet Aero in writing; (ii) a petition initiating a proceeding under any applicable law relating to bankruptcy, insolvency, or reorganization is filed by or against Seller; (iii) Seller executes an assignment for benefit of creditors; (iv) a receiver is appointed for Seller or any substantial part of its assets; or (v) Enjet Aero shall have any reasonable ground for insecurity with respect to Seller's ability to perform and Seller is unable to provide Enjet Aero with adequate assurance of its ability to perform within ten days after written request therefore by Enjet Aero.
- (b) Enjet Aero's right to terminate this Order is not an exclusive remedy. Enjet Aero shall be entitled to all other rights and remedies it may have either at law or in equity. No termination of this Order shall affect any accrued rights or obligations of either party as of the effective date of such termination.
23. **TERMINATION FOR ENJET AERO'S CONVENIENCE.** Enjet Aero may terminate this Order, in whole or part, at its convenience at any time by written notice to Seller. In such event, Seller may claim only properly documented out-of-pocket costs for work already performed. For specially prepared products which are unique to Enjet Aero's order, any partially completed work or raw materials whose full costs are included in the cancellation charges shall be identified in writing and held by Seller for disposition in accordance with Enjet Aero's written instructions. At all times, Enjet Aero's rights and remedies are cumulative, nonexclusive and in addition to its rights and remedies at law, in equity or otherwise.
24. **LIMITATION ON LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL ENJET AERO BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR ANY OTHER DAMAGES EXCEPT FOR DIRECT OR COMPENSATORY DAMAGES, REGARDLESS OF WHETHER A CLAIM



FOR ANY SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

25. **CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of Enjet Aero (including, without limitation, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates) disclosed by Enjet Aero to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Order is confidential, solely for the use of performing this Order and may not be disclosed or copied unless authorized by Enjet Aero in writing. Upon Enjet Aero's request, Seller shall promptly return all documents and other materials received from Enjet Aero. Enjet Aero shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) can be proven by competent evidence was known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.
26. **AUDIT.** Enjet Aero shall have the right to audit and inspect Seller and Seller's suppliers to determine Seller's and its supplier's compliance with this Order.
27. **WAIVER.** Failure of Enjet Aero at any time to require Seller's performance of any obligation under this Order shall not affect Enjet Aero's right to require performance of that obligation. Any waiver by Enjet Aero of any breach of any provision hereof or obligation of Seller must be in writing and shall not be construed as a waiver of any continuing or succeeding breach of such provision or obligation, and waiver or modification of this provision itself, or a waiver or modification of any right under this Order.
28. **ASSIGNMENT.** Seller shall not assign this Order or any monies due or to become due hereunder, without Enjet Aero's prior written consent, and any attempted assignment without Enjet Aero's prior written consent shall constitute a material breach of this Order.
29. **APPLICABLE LAW AND VENUE.** This Order, the purchase of goods or services by Enjet Aero from Seller and all other aspects of the relationship between Seller and Enjet Aero, shall be construed and governed according to the laws of the State of Connecticut. Seller agrees that any litigation relating to this Order, or which otherwise arises directly or indirectly out of or in connection with the purchase of goods or services by Enjet Aero from Seller, or out of or in connection with any transaction of any nature between Enjet Aero and Seller, shall only be commenced in the State of Connecticut; either in state court or, if jurisdiction exists, in the federal district court of Connecticut. Seller hereby consents to personal jurisdiction in Connecticut.
30. **NOTICES.** Any and all notices or other communications required or desired to be given in connection with this Order will be given in writing and will be deemed effective upon personal delivery, on the third day after mailing if sent by certified mail, postage prepaid, return receipt requested, or one business day after deposit if sent by a nationally recognized courier service which maintains evidence of the time, place and receipt of delivery, and in each case if addressed as set forth in this Order (or such other addresses a party may designate in writing from time to time).



31. **ENJET AERO INFORMATION.** ENJET AERO MAKES NO WARRANTY WITH RESPECT TO INFORMATION PROVIDED BY ENJET AERO TO SELLER OR WITH RESPECT TO THE ACCURACY OR COMPLETENESS THEREOF. ENJET AERO NEW BRITAIN IS PROVIDING ANY INFORMATION ON AN "AS IS" BASIS. ANY IMPLIED WARRANTIES THAT MAY EXIST WITH RESPECT TO ANY INFORMATION PROVIDED BY ENJET AERO, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. Seller acknowledges and agrees that any sales forecasts, quantity purchase estimates or similar projections received from Enjet Aero are not purchase commitments of Enjet Aero, but rather represent estimates for planning purposes only. Enjet Aero shall have no obligation to purchase or otherwise compensate Seller for any of Seller's finished products, or unfinished raw materials, not covered by an Order issued by Enjet Aero.
32. **MISCELLANEOUS.** Provisions which by their nature should survive will remain in force after any termination or expiration. The Section headings contained herein are not part of this Order and are included solely for the convenience of the parties. This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Order. If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.



STANDARDS OF CONDUCT

Enjet Aero, LLC

Overview:

Enjet Aero, LLC is committed to the highest standards of ethics and business conduct. As stated in our “Ethics & Compliance Program”, Enjet Aero employees and vendors must comply with the law, honor their commitments, act in good faith, uphold Enjet Aero’s values, seek to advance the interests of stakeholders, communicate openly and effectively, and hold themselves accountable.

Our suppliers are critical to our success and, in order to provide superior products and services in a responsible manner, we require you to meet our expectations for ethics and compliance. These Standards set forth our expectations for each of our product and service suppliers and aligns with the expectations we maintain for our own directors, officers, employees and representatives. Enjet Aero understands and expects that our product and service suppliers will have their own internal codes of ethics and conduct. These Standards are not intended to be an exhaustive list of all ethical and business conduct requirements to be followed by suppliers.

You are responsible for ensuring that your directors, officers, employees, representatives, and business partners understand and comply with the expectations set forth in these Standards.

Quality Policy:

“Enjet Aero will provide a quality product, meeting customer requirements, by means of on time delivery of a quality product made to its specifications with complete customer satisfaction and continuing improvement of the quality management system.” Enjet New Britain requires that our suppliers meet or exceed that policy and these Standards.

Conflict of Interest:

You must avoid all conflicts of interest or situations giving the appearance of a conflict of interest in your dealings with Enjet Aero. You must report to Enjet Aero any instances involving actual or apparent conflicts of interest between your interests and those of Enjet Aero, such as when one of your employees (or someone close to one of your employees) has a personal relationship with an Enjet Aero employee who can make decisions impacting your business.

Non-Discrimination:

You must treat your existing and prospective employees and business partners fairly, based only on merit and other factors related to your legitimate business interests, and without regard to race, religion, color, age, gender, gender identity or expression, sexual orientation, national origin, marital status, veteran status or disability.

Ethics & Compliance Program:

Commensurate with the size and nature of your business, you shall have management systems, tools and processes in place that (a) ensure compliance with applicable laws, regulations and the requirements set forth in these Standards and our Purchase Order (including our Terms and Conditions); (b) promote an awareness of and commitment to ethical business practices, including, without limitation, the expectations



set forth in these Standards; (c) facilitate the timely discovery, investigation, disclosure (to Enjet Aero New Britain) and implementation of corrective actions for violations of law, regulations or the expectations set forth in these Standards and our Purchase Order and (d) provide training to your employees on compliance requirements, including, without limitation, the expectations set forth in these Standards and our Purchase Order.

Anonymous Reporting/Reporting:

We expect you to provide your employees and your business partners with access to adequate reporting channels to raise legal or ethical issues or concerns, including, without limitation, reports of a violation of these Standards and our Purchase Order by you or your business partners, without fear of retaliation, including opportunities for anonymous reporting. In the event that you become aware of misconduct related to Enjet Aero business undertaken by any Enjet Aero employee, any of your employees, or any employees of your business partners, we expect you to promptly notify Enjet Aero.