

1. ACCEPTANCE AND AMENDMENTS: #his purchase order constitutes an offer by Mississippi Aerospace Corporation ("Buyer") to purchase from Seller the goods and/or services referenced in this purchase order exclusively under these terms and conditions. Acceptance of this purchase order is expressly limited to these terms and conditions. No amendment, modification, or waiver of any of these terms and conditions shall be effective against Buyer except as shall be set forth in writing signed by Buyer's authorized representative. Terms and/or conditions proposed by Seller in its acceptance or otherwise that are additional to or different from these terms and conditions are objected to without further notification from Buyer and shall not become a part of this purchase order.

All specifications, drawings, and other data referred to in this purchase order, or exchanged between Seller and Buyer prior to the date of this purchase order concerning goods or services purchased, are hereby made a part of the purchase order as if fully set forth herein. If additional quality requirements are necessary for this order, those shall be identified on the face of this order.

If this order shows on its face that it is placed under a Government contract or a subcontract thereunder, or if Buyer otherwise notifies Seller that this order is placed under a Government contract or a subcontract thereunder, certain clauses of the Federal Acquisition Regulation (FAR) (48 CFR Chapter 2) and the Department of Defense FAR Supplement (DFARS) apply. These clauses are incorporated herein by reference and shall take precedence to any other terms and conditions incorporated.

This purchase order shall be deemed accepted by Seller and shall constitute the entire agreement between the parties with respect to the subject matter hereof upon any of the following:

- a. Seller's acknowledgement of the purchase order;
- b. Seller's commencement of performance;
- c. Seller's acceptance of any payment under this purchase order; or
- d. Seller's failure to deliver written notice of rejection to Buyer within ten (10) days of receipt of this purchase order.

2. PRICES INCLUDE TAXES AND PACKAGING: Except as Buyer has otherwise provided in this order, the prices stated in the purchase order include:

- a. all applicable federal, state and local taxes, and duties; and
- b. the cost of packaging the goods purchased in a manner suitable for shipment by the method specified by Buyer.

3. CHANGES: Buyer reserves the right at any time prior to the delivery date of this order by written notice to Seller to make changes to the drawings, designs, or specifications of the goods ordered, the method of packing and shipping, the time, place or method of delivery, the quantity of goods ordered or the work covered hereby. If any such changes affect Seller's cost and/or delivery schedule, Seller shall notify Buyer immediately, and, in the case of an increase in Seller's cost, within twenty (20) days of such notice Seller shall submit a detailed cost break-down comparing original requirements and costs to the changed requirements and costs. The parties will then discuss an equitable adjustment in purchase order price, delivery schedule, or both; however, no adjustment will be binding on Buyer unless evidenced by a purchase order, change notice, or revision to this purchase order signed by an authorized representative of Buyer's Purchasing Staff. Nothing in this clause shall excuse Seller from proceeding with this purchase order as changed.

4. PACKING, MARKING AND SHIPPING, and PACKING SLIPS: Seller shall pack, mark, and ship all goods in accordance with the requirements of this purchase order and good commercial practices, and in a manner that will permit the securing of the best transportation rates. Damage to any article resulting from improper packaging will be charged to the Seller. No additional charges will be allowed for containers, crating, boxing, bundling, dunnage, drayage, storage, or transportation thereof, unless stated in this purchase order. Packing slips must accompany all shipments. The Buyer's count will be accepted as final and conclusive on all shipments not accompanied by packing slips. The Buyer's purchase order number and Seller's packing slip number, description, and count must appear on all invoices, packages, and bills of lading.

5. SCHEDULE:

- a. Seller shall strictly adhere to the shipment or delivery schedules specified in this contract. In the event of any anticipated or actual delay, including but not limited to delays attributed to labor disputes, Seller shall: (i) promptly notify Buyer in writing of the reasons for the delay and the actions being taken to overcome or minimize the delay; (ii) provide Buyer with a written recovery schedule; and (iii) if requested by Buyer, ship via air or other expedited routing to avoid or minimize delay to the maximum extent possible. Unless Seller is excused from prompt performance as provided in the "Force Majeure" article of this contract, the added premium transportation costs are to be borne by Seller.
- b. Seller shall not deliver Goods prior to the scheduled delivery dates unless authorized by Buyer.
- c. Buyer shall, at no additional cost, retain goods furnished in excess of the specified quantity or in excess of any allowable overage unless, within 45 days of shipment, Seller requests return of such excess. In the event of such request, Seller shall reimburse Buyer for reasonable costs associated with storage and return of the excess. If Goods are manufactured with reference to Buyer's proprietary information or materials, Seller agrees that, pursuant to the "Confidential, Proprietary, and Trade Secrets Information and Materials" article of this contract, it will not sell or offer such Goods for sale to anyone other than Buyer without Buyer's prior written consent.

6. FORCE MAJEURE: Neither party shall be liable for delays or defaults due to causes beyond its control and without its fault or negligence, provided that Seller delivers written notice setting forth the cause of the anticipated delay immediately to Buyer whenever Seller has reason to believe that performance will not be made as scheduled. If Seller's delay or default is caused by a delay or default of a subcontractor or supplier, such delay or default shall be excused only if it arose out of causes beyond the control of both Seller and the subcontractor or supplier and without the fault or negligence of either of them, and the goods or services were not obtainable from other sources in sufficient time to meet the required delivery or performance schedule.

7. QUALITY CONTROL: Seller shall establish and maintain a quality management system acceptable to Buyer for the Goods purchased under this contract. Seller shall permit Buyer to review procedures, practices, processes, and related documents to determine such acceptability. Quality records will be retained for a minimum of seven (7) years unless stated otherwise on the Purchase Order and will be subject to review by Buyer as specified during this retention period. Seller shall have a continuing obligation to promptly notify Buyer of any violation of or deviation from Seller's approved inspection/quality control system and to advise Buyer of the quantity and specific identity of any Goods delivered to Buyer during the period of any such violation or deviation. Seller shall notify the Buyer of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required by contract, obtain Buyer's approval. Seller shall maintain design and development controls. Seller shall adhere to special requirements, critical items, or key characteristics, as required. Seller shall use customer-designated or approved external providers, including process sources (e.g., special processes). Seller shall prevent the use of counterfeit parts. Seller shall notify the organization of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the organization's approval. Seller shall flow down to external providers applicable requirements including customer requirements. Seller shall provide test specimens for design approval, inspection/verification, investigation, or auditing. Seller shall ensure that employees are aware of their contribution to product or service conformity; their contribution to product safety; and the importance of ethical behavior.

8. SELLER'S NOTICE OF DISCREPANCIES: Seller shall notify Buyer in writing when discrepancies in Seller's process or Goods are discovered or suspected regarding Goods delivered or to be delivered under this contract. Seller shall obtain Buyer's approval for nonconforming product disposition when required by contract or purchase order.

9. INSPECTION: If this purchase order includes specifications or is for the procurement of either goods to be incorporated into Buyer's products or services to be used in the production of Buyer's products, then:

- a. At no additional cost to Buyer, Seller's (and Seller's sub tier suppliers who provide goods or services) plant, books, and records pertinent to this or any related order (to the extent consistent with applicable laws and regulations) shall at all practical times be subject to review, inspection, and audit by Buyer, its authorized representative, and any authorized representative of Buyer's customer to the extent necessary to verify compliance with Buyer's specifications or to enable Buyer to comply with its obligations to its customer(s).
- b. Seller shall maintain an inspection system acceptable to Buyer for the Goods purchased under this contract.
- c. If Buyer performs an inspection or test on the premises of Seller or its subcontractors, Seller shall furnish, and require its subcontractors to furnish, without additional charge, reasonable facilities and assistance for the safe and convenient performance of these duties.
- d. Seller shall provide right of access for the Buyer, their Customer and any regulatory authorities to the applicable areas of all facilities, at any level of the supply chain involved in the order and to all applicable records.

10. ACCEPTANCE AND REJECTION:

- a. Buyer shall accept the Goods or give Seller notice of rejection or revocation of acceptance ("rejection" herein), notwithstanding any payment, prior test or inspection, or passage of title. No inspection, test, delay, failure to inspect or test, or failure to discover any defect or other nonconformance shall relieve Seller of any obligations under this contract or impair any rights or remedies of Buyer.
- b. If Seller delivers non-conforming Goods, Buyer may, at its option and at Seller's expense, (i) return the Goods for credit or refund; (ii) require Seller to promptly correct or replace the Goods; (iii) correct the Goods; or (iv) obtain replacement Goods from another source.
- c. Seller shall not redeliver corrected or rejected goods without disclosing the former rejection or requirement for correction. Seller shall disclose any corrective action taken. Repair, replacement, and other correction and redelivery shall be completed within the original delivery schedule or such later time as Buyer's Authorized Procurement Representative may reasonably direct.
- d. All costs and expenses and loss of 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 or credit against any amounts that may be owed to Seller under this contract or otherwise.
- e. Seller shall implement the use of statistical techniques for product acceptance and related instructions for acceptance.

11. SELLER'S WARRANTIES: Seller warrants that all goods and services provided hereunder will conform to Buyer's instructions, specifications, drawings, and data current as of date of this purchase order (unless otherwise specified in writing by Buyer) will be merchantable, free from defective materials or workmanship, and fit for Buyer's purposes. Seller further warrants that the goods and services furnished under this purchase order shall conform to all representations, affirmations, promises, descriptions, samples, or models that are a part of this purchase order. Seller agrees that these warranties shall survive acceptance of the goods and services. Seller further warrants that all services performed for or on behalf of Buyer will be performed in a

competent, workmanlike manner, and shall be free from faults and defects. The warranties stated in this article are hereby extended to, and shall inure to the benefit of, Buyer and Buyer's affiliates, subsidiaries, successors, assigns, and direct and indirect customers to whom the goods and services provided hereunder may be sold or transferred (jointly and severally "Buyer Entities"). In the event of breach of warranty, Buyer shall be entitled to all rights and remedies available at law, including but not limited to credit; replacement or repair of defective goods at Buyer's option; costs of removal of the goods from any component, assembly, or system into which the goods may have been incorporated; reinstallation of non-defective goods; and cost of return of the goods. Seller shall also reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods including, but not limited to costs, expenses, and losses incurred by Buyer:

- a. in inspecting, sorting, repairing, or replacing such goods;
- b. resulting from any production interruptions;
- c. conducting any recall campaigns or other corrective actions; and
- d. claims for personal injury or property damage.

12. BUYER'S PROPERTY: Unless otherwise expressly provided in this purchase order, all tangible and intangible property furnished to Seller by Buyer, or based on or derived from Buyer's confidential or otherwise proprietary information, or produced or purchased by Seller at Buyer's expense for use in Seller's performance hereunder, and any replacement thereof, is and shall remain the exclusive property of Buyer. Hereinafter, all property furnished to Seller by Buyer are collectively referred to as "Buyer's Property." Seller shall not sell, encumber, transfer, assign, dispose of, or modify Buyer's Property and shall not use Buyer's Property for any purpose other than in the performance of this purchase order without Buyer's prior written consent. At all times while Buyer's Property is in Seller's custody or control, Buyer's Property shall be held at Seller's risk and be fully insured at Seller's expense at replacement cost with less payable to Buyer, and Seller shall provide routine maintenance at its expense. Seller shall allow Buyer's representative to inspect Buyer's Property upon Seller's premises at any time upon reasonable notice. At any time upon the request of Buyer, and in accordance with Buyer's instructions, Seller shall prepare for shipment, package, and deliver Buyer's Property in good condition and at Seller's cost F.O.B. Seller's business location.

13. INSURANCE (Applies when work is performed at the Buyer's site): Seller represents that it has and will maintain the following types and amounts of insurance coverage and agrees to furnish certificates of insurance showing that Seller has insurance coverage in the following minimum amounts:

- a. Workers Compensation - Statutory limits for the state(s) in which the work will be performed
- b. General/Products Liability - \$1,000,000 per occurrence/\$2,000,000 in the aggregate
- c. Automobile Public Liability - \$1,000,000 (per any one accident)

Said certificates of insurance shall set forth the amount of coverage, the policy number, and the date of expiration. Upon Buyer's request, Seller shall name Buyer or the Buyer Entities as an additional insured on its policies. If Seller is a self-insurer for workers compensation purposes, Seller shall provide Buyer with a copy of the self-insured certificate issued by the state(s) where work will be performed. Compliance by Seller with the insurance requirements stated in this article shall not in any way affect Seller's duty to indemnify Buyer under "Indemnification" article herein. If this purchase order includes a sale of goods manufactured in whole or in part to Seller's designs or specifications, Seller agrees to provide Buyer, upon request, with a current certificate of product liability insurance and a supplier's endorsement naming Buyer as an additional insured on Seller's policy.

14. INDEMNIFICATION: Seller agrees to indemnify, defend, and hold Buyer Entities harmless from and against any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogation, costs, and expenses including court costs and attorney's fees incurred by Buyer Entities arising from or relating to goods delivered or to services or labor performed pursuant to this purchase order, or breach of any of Seller's representations or obligations under this purchase order (hereinafter collectively referred to as "Claims") including Claims that are made by any third party including employees, workers, servants, or agents of Seller or its subcontractors. Seller further agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any and all Claims that may be brought against the Buyer Entities, and in such event, Seller shall not consummate any settlement without Buyer's prior written consent. If Seller performs any work on the premises of any Buyer Entity or utilizes any of the Buyer's Property, whether on or off the premises of any Buyer Entity, Seller shall indemnify and hold harmless Buyer Entities from and against any liabilities, claims, demands, or expenses (including court costs and attorney's fees) for damages to the property or for injuries (including death) to any person, including (without limitation) any employees of Buyer Entities, or any other person arising from or in connection with Seller's performance of work or use of Buyer's property. In the event "Buyer's Property", as defined in "Buyer's Property" article hereof, is used by Seller in the performance of this purchase order, Buyer's Property shall be considered to be in the full custody and control of Seller during the period of use by Seller. Seller's obligations pursuant to this article shall survive the completion of performance and the expiration or termination of this purchase order.

15. BUYER'S REMEDIES: Buyer's remedies described herein shall be cumulative and in addition to any remedies allowed by law or in equity.

16. PROPRIETARY RIGHTS: Buyer and Seller shall each keep confidential and protect from unauthorized use and disclosure all:

- a. confidential, proprietary, and/or trade secret information;
- b. tangible items and software containing, conveying, or embodying such information; and
- c. tooling identified as being subject to this article and obtained, directly or indirectly, from the other in connection with this contract or other agreement referencing this contract (hereinafter collectively referred to as "Proprietary Information and

Materials"). Buyer and Seller shall each use Proprietary Information and Materials of the other only in the performance of and for the purpose of this contract and/or any other agreement referencing this contract. However, despite any other obligations or restrictions imposed by this article, Buyer shall have the right to use, disclose, and reproduce Seller's Proprietary Information and Materials and make derivative works thereof for the purposes of testing, certification, use, sale, or support of any goods delivered under this contract or any other agreement referencing this contract. Any such use, disclosure, reproduction, or derivative work by Buyer shall, whenever appropriate, include a restrictive legend suitable for the particular circumstances. The restrictions on disclosure or use of Proprietary Information and Materials by Seller shall apply to all materials derived by Seller or others from Buyer's Proprietary Information and Materials. Upon Buyer's request at any time, and in any event upon the completion, termination, or cancellation of this contract, Seller shall return to Buyer all of Buyer's Proprietary Information and Materials and all materials derived therefrom, unless specifically directed otherwise in writing by Buyer. Seller shall not, without the prior written authorization of Buyer, sell or otherwise dispose of (as scrap or otherwise) any parts or other materials containing, conveying, embodying, or made in accordance with or by reference to any Proprietary Information and Materials of Buyer. Prior to disposing of such parts or other materials as scrap, Seller shall render them unusable. Buyer shall have the right to audit Seller's compliance with this article. Seller may disclose Proprietary Information and Materials of Buyer to its subcontractors as required for the performance of this contract, provided that each such subcontractor first agrees in writing to the same obligations imposed upon Seller under this article relating to Proprietary Information and Materials. Seller shall be liable to Buyer for any breach of such obligation by such subcontractor. The provisions of this article are effective in lieu of any restrictive legends or notices applied to Proprietary Information and Materials. The provisions of this article shall survive the performance, completion, termination, or cancellation of this contract.

17. INDEMNITY FOR INFRINGEMENT: Seller agrees, upon receipt of notification, to promptly assume full responsibility for defending any claim, suit, action, or proceeding that may be brought against the Buyer Entities that alleges that any goods or services provided by Seller pursuant to this purchase order infringe any patent, trademark, copyright, trade secret, or other proprietary right owned by a third party. Seller further agrees to indemnify Buyer against any and all expenses, losses, royalties, lost profits, and damages including court cost and attorney's fees resulting from such claim, suit, action, or proceeding including any settlement, decree, or judgment entered therein. Buyer may, at its option, be represented and actively participate through its own counsel in any such claim, suit, or proceeding including any settlement, decree, or judgment entered therein. Seller's obligations pursuant to this article shall survive the completion of performance and expiration or termination of this purchase order. Notwithstanding the foregoing, Seller shall have no obligation to defend or indemnify Buyer with respect to any claim that is directed to items delivered pursuant to this purchase order the designs that were specified entirely by Buyer.

18. TERMINATION FOR CONVENIENCE: In addition to any other rights, Buyer further reserves the right to terminate Seller's performance under this purchase order in whole or in part at any time without cause by giving written notice of termination, whereupon Seller will cease performance on the date and to the extent specified in the notice and will take such actions as are reasonably necessary to protect property in Seller's possession in which Buyer has an interest until disposition instructions from Buyer have been received. Seller will promptly advise Buyer of any items acquired in anticipation of completion of its performance and the most favorable disposition that Seller can make thereof. Seller will comply with Buyer's instructions regarding the disposition of such items. Seller will submit all claims resulting from such termination within sixty (60) days of its receipt of such notice. Buyer shall have the right to inspect Seller's records, facilities, work, and materials relating to its performance or anticipated performance of the purchase order for the purpose of establishing the value of Seller's claims upon reasonable advance notice. Buyer will pay Seller, without duplication, the purchase order price for finished work accepted by Buyer and the cost to Seller of work in progress and raw materials allocable to the terminated work based on Buyer's audit of Seller's records using generally accepted accounting principles; however, the amount due Seller shall be reduced by the following:

- The market value or cost (whichever is higher) of any items used or disposed of by Seller without Buyer's consent;
- The agreed value of any items used or disposed of by Seller with the Buyer's consent; and
- The cost of any defective or destroyed materials.

Buyer will make no payments for finished work, raw material, or other items fabricated or procured by Seller in excess of the lesser of:

- that ordered;
- that for which Buyer has issued shipment releases as of the date of the notice of termination released; or
- thirty days supply.

Notwithstanding the foregoing, payments under this article shall not exceed the price for the entire performance specified in this purchase order less payments that would otherwise be made to complete performance hereunder. Payment under this article will constitute Buyer's sole and exclusive liability in the event Buyer elects to terminate this purchase order without cause by notice. This article shall not apply to cancellation by Buyer hereunder.

19. CANCELLATION: Buyer may cancel this purchase order and Seller's performance hereunder immediately without incurring liability to Seller (A) immediately upon (i) Seller's insolvency; (ii) filing of a voluntary petition in bankruptcy by Seller; (iii) filing of an involuntary petition in bankruptcy against Seller; (iv) appointment of a receiver or trustee for Seller; (v) execution or

assignment for the benefit of creditors by Seller; or (vi) any comparable event and (B) upon thirty days written notice to Seller in the event of Seller's breach of contract or failure to perform.

20. COMPLIANCE WITH LAWS, EXECUTIVE ORDERS, AND REGULATIONS: Seller warrants that the goods and services supplied hereunder will have been produced or provided in compliance with, and Seller will comply with, all applicable laws, orders, rules, regulations, ordinances, and conventions including without limitation those that relate to equal employment opportunity, wages, hours, and conditions of employment, discrimination, occupational health/safety, motor vehicle safety, and environmental matters. At Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any loss, cost, damage, expense, or liability claim (including attorney's fees and other costs of defense) arising from or relating to Seller's violation of this clause.

21. ASSIGNMENT AND SUBCONTRACTING: The obligations of Seller under this purchase order may not be assigned or subcontracted in whole or in part nor may any assignment of any money due or to become due hereunder be made by Seller without the prior written consent of Buyer, and any prohibited assignment shall be null and void for all purposes.

22. INDEPENDENT CONTRACTING PARTIES: The relationship between Buyer and Seller shall be that of independent contracting parties. Nothing contained in this Agreement shall be construed as providing for the sharing of any costs, expenses, risks, or liabilities arising out of the other party's activities related to this Agreement. Seller shall not in any manner represent that it or its employees or agents are employees or agents of Buyer, and nothing contained in this Agreement shall be construed as authorizing Seller to create or assume any obligation or liability in the name of Buyer or subject Buyer to any obligation or liability. This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind. Nothing herein shall be construed as providing for the sharing of profit or losses arising out of the efforts of either or both parties.

23. NO GIFTS: Seller agrees not to provide or offer to provide to any director, officer, or employee of Buyer (or any member of such person's family) any favors, gifts, loans, or other benefits (including services and discounts as well as material goods), except casual entertainment or gifts (other than money) of nominal value that are customarily offered to others having a similar relationship with Seller provided that the foregoing exception shall not apply if this order shows on its face that it is placed under a U.S. Government contract or a subcontract thereunder, or if Buyer otherwise notifies Seller that this order is placed under a U.S. Government contract or a subcontract thereunder.

24. GOVERNING LAW: This purchase order shall be governed and construed in accordance with the laws of the State of Mississippi without regard to provisions concerning conflict of laws. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are hereby excluded.

25. WAIVER/SEVERABILITY: Buyer's failure to insist upon the performance of any term or condition of this purchase order or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of Buyer's right to demand future performance of such term or condition or to exercise such right in the future. If any term or portion of this purchase order is held to be invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, such term or portion shall be deemed reformed or deleted as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order, or rule, and the remaining provisions of this contract shall remain in full force and effect.

DOCUMENT REVISION TABLE

REVISION NUMBER	DESCRIPTION OF CHANGE	REVISED BY/ DATE	APPROVED BY/DATE
IR	Document Creation per AS9100C Audit	-	AJF 4/10/2013
A	Revised per AS9100 Audit 9/19/2014 to add AS9100C Para 7.4.2 letter (i)	KKC 09/19/2014	INF 09/19/2014
B	Revised per AS9100 REV D	ADM 03/21/2018	INF 03/21/2018