

#### 1. ACCEPTANCE:

These Standard Terms and Conditions, and the written purchase order that accompanies, attaches, or incorporates them, constitute the terms of an offer by Norris Precision Mfg. The Seller agrees that if this Purchase Order is accepted from Norris Precision Mfg. ("Purchaser"), shipment of the products or acts indicating acceptance, the contract with respect to the products covered by this Purchase Order will consist in its entirety of the terms and conditions appearing on the face of this Purchase Order. No amendments to this Order shall be effective until reduced to writing, signed by the parties claimed to be bound thereby. No changes or additions shall be affected by Buyer's receipt and retention, without rejection, or any acknowledgement of Order or other form of acceptance sent by Seller containing conflicting or additional terms and conditions. Any variation of the terms and conditions of this Order, including additions and deletions, shall be deemed void and without legal force and effect unless accepted in writing by Purchaser.

#### 2. WARRANTY:

Seller expressly warrants that all articles ordered herein will conform to drawings, samples or other descriptions furnished by the Purchaser, for the stated warranty or in the absence of any warranty period one year from the date of receipt or acceptance. All warranties shall survive inspection and acceptance by Purchaser. All repairs or replacements covered under this warranty shall be completed by Seller, including all necessary parts and labor, without costs to Purchaser. All Goods: (i) will be merchantable and free from defects in materials, design, and workmanship (whether or not approved by Norris Precision Mfg.); (ii) will conform to all applicable descriptions, specifications, drawings, plans, instructions, data, samples, and models, including those provided by the Seller after contract formation; (iii) will be fit for the particular purpose(s) for which the Goods are required.

#### 3. TERMINATION AND CANCELLATION:

Norris Precision Mfg. may terminate this Contract, in whole or in part, at any time for convenience by giving written notice to Seller. After receiving written notice of termination, Seller will immediately cease production and delivery of all Goods indicated in the notice of termination and take all actions to mitigate any liabilities incurred as a result of the termination. Unless such termination is due to Seller's breach or failure of Seller to provide adequate assurance of performance, Norris Precision Mfg. will pay Seller, on a pro rata basis, for Goods delivered as of the date of termination. Norris Precision Mfg. will have the right to cancel this Contract if, in its judgment, Seller has breached any of its terms, or if, in Norris Precision Mfg.'s judgment, the credit or ability of Seller to perform this Contract becomes impaired. In that case, Norris Precision Mfg. will have the right to all remedies available to it under the law.

#### 4. SHIPMENTS:

Seller's shipment of Goods will be F.O.B., place of origin listed on Norris Precision Mfg.'s Purchase Order form. All Goods will be delivered in strict conformity with the dates listed on Norris Precision Mfg.'s Purchase Order. Orders are to be shipped in full, shortages and excesses must be specifically approved by Purchaser. Purchaser will not be responsible for any goods delivered unless pursuant to an authorized Purchase Order. All delivery dates are Norris Precision Mfg. receiving dock dates. Delivery Window: 0 Days Late – 7 Days Early. Unless otherwise specified, as a minimum, the supplier shall package all material in a manner that will ensure protection against corrosion, oxidation, deterioration and physical damage during shipment.

#### 5. PRICES:

Seller warrants that the prices set forth in this Contract are complete and that no additional charge of any type will be added without Norris Precision Mfg.'s prior express written consent, including but not limited to, charges for shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating. If during the term of this Contract, Seller sells goods that are the same or are substantially similar to the Goods to another customer at prices below those stated in the Contract, Seller will immediately extend such lower prices to Norris Precision Mfg. If Norris Precision Mfg. provides satisfactory evidence that it can purchase goods of like quality and similar or greater quantity as the Goods at a lower price, and if Seller elects not to meet such lower price, then all quantities of such Goods actually purchased by Norris Precision Mfg. at a lower price will be deducted from the remaining quantity obligation for such Goods required hereunder.

#### 6. ASSIGNMENT:

Neither this Contract, nor Seller's rights and obligations hereunder, are assignable without the prior written consent of Norris Precision Mfg. No such consent or assignment will release Seller or alter Seller's liability to perform its obligations under this Contract. Any attempted assignment without the prior written consent of Norris Precision Mfg. will be null and void.

#### 7. GOVERNING LAW:

It is agreed by the parties hereto, that this Order and the acceptance thereof, shall be deemed a contract made in the State of Florida and governed by the laws thereof. Seller agrees to comply with all pertinent federal, state, municipal and local laws, regulations, ordinances and codes of any governmental authority having jurisdiction. Unless this Contract is otherwise exempted by law, Seller will comply with Executive Order 11246, as amended by Executive Order 11375 (Equal Employment Opportunity) the Rehabilitation Act of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the Americans with Disabilities Act, as they have been or may be amended from time to time, and regulations implementing such statutes; and any similar state and local laws and ordinances and the regulations implementing such statutes. Seller warrants that the Goods delivered hereunder were produced at facilities complying with all applicable provisions of the Occupational Safety and Health Act and applicable regulations under that Act. Seller further warrants that it will comply, where applicable, and without limitation, with all orders, standards, and regulations of the pertinent governmental administrations. Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The supplier agrees to comply with Executive Order 13224 blocking property and prohibiting transactions with persons who commit or support terrorism, Notice of September 24, 2001 and further agrees to include this requirement in each lower tier subcontract or purchase order issued hereunder.

#### 8. DEPARTMENT OF DEFENSE PRIORITIES:

The goods and services being procured with this purchase order may be applied to government rated contracts. Norris Precision Mfg. reserves the right to invoke the appropriate defense priorities and allocation systems (DPAS) rating, per regulation 15 CFR part 700, to this purchase order if required to support delivery under a U.S. government rated contract. If a DPAS rating is identified, a written acknowledgment must be provided to the sourcing representative specified on the purchase order. In the absence of seller's written acknowledgment, commencement of work shall be deemed acceptance of this contract as written. Seller grants right of access to Norris Precision Mfg., their customers and/or regulatory authorities, to all facilities involved in this order and to all applicable records. For government contracts, the supplier, by accepting this purchase order, certifies that they are compliant to FAR 52.209-5 certification regarding debarment, suspension, proposed debarment, and other responsibility matters, FAR 52.222-22 previous contracts and compliance reports, FAR 52.222-25 affirmative action compliance, FAR 52.203-11 certification and disclosure regarding payments to influence certain federal transactions, FAR 52.223-13 certification of toxic chemical release reporting, and FAR 252.225-7014 ALT 1 preference for domestic specialty metals..

#### 9. CONFLICT MINERALS AND SPECIALTY METALS:

All Goods supplied by Seller to Norris Precision Mfg. that contain conflict minerals as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Act) and U.S. Securities and Exchange Commission regulations implementing the Act (Rule) will only come from sources that are not known by Seller, after due inquiry, to directly or indirectly finance or benefit armed groups or conflict, including in the Democratic Republic of the Congo or any adjoining country. Seller agrees to: cooperate with Norris Precision Mfg. in conducting any due diligence in accordance with the Rule; comply with reasonable requests for information in order to facilitate compliance with the Rule and any other similar law, rule or regulation currently in place or adopted in the future; and maintain records related to the Rule. Seller warrants that any specialty metals

incorporated in Goods delivered under this Contract shall be melted or produced in the United States, its outlying areas, or a qualifying country, as defined in and required by DFARS 252.225-7009.

**10. RIGHT OF ACCESS:**

Right of access shall be given to Norris Precision Mfg. and when escorted by Norris Precision Mfg., their customer and regulatory authorities to all facilities involved in this order and all applicable quality records.

**11. REJECTION AND REVOCATION OF ACCEPTANCE:**

Norris Precision Mfg. has the right, before payment or acceptance of the Goods, to inspect the Goods at any reasonable place and time and in any reasonable manner. Neither the inspection, testing, payment or auditing of any Goods, nor the failure to do so, before delivery to Norris Precision Mfg. constitute acceptance of any Goods or relieve Seller from exclusive responsibility for furnishing Goods in strict conformance with Norris Precision Mfg.'s specifications. If, in Norris Precision Mfg.'s judgment, the Goods or the tender of delivery fail in any respect to conform to the Contract, Norris Precision Mfg. may (a) reject the whole; (b) accept the whole; or (c) accept any commercial unit or units and reject the rest. Seller agrees that any notification of nonconformity by Norris Precision Mfg., in whatever form, suffices to inform the Seller that the transaction is claimed to involve a breach, and that Seller will be responsible for any losses resulting from the nonconformity. In an appropriate case, Norris Precision Mfg. may revoke its acceptance of Goods. Seller agrees that Norris Precision Mfg.'s acceptance of the Goods is reasonably induced by the Seller's assurances of the Goods' quality and conformity to the terms of the Contract.

**12. CHANGES:**

Norris Precision Mfg. may, at any time, make written changes to the general scope of this Contract, and Seller will continue performance of this Contract as so changed. If any such change causes an increase or decrease in the cost of, or time required for, the performance of Seller's obligations under this Contract, an equitable adjustment will be made to the price or delivery schedule, or both, and this Contract will be modified in writing accordingly.

**13. PROCESS MATERIAL OR DESIGN CHANGES:**

If Seller or any supplier of Seller makes or intends to make any change to the process, materials, or design details of the goods, including raw materials or parts used in the manufacture of the goods, such changes including, but not limited to, changes to the production process, manufacturing equipment, manufacturing location, raw materials, the identity of the sub-supplier of raw materials, or between a manual and automated process, such change shall be a Material Change. Seller must promptly notify Company in writing of any Material Change. Additionally, if a Material Change could affect the goods or any component part thereof with regard to quality, functionality, form, stability, safety, or otherwise fitness for its intended purpose, Seller shall at its own expense promptly send Company product samples complete with test reports indicating the test instrument used (such samples and test reports together the "Conforming Samples"), and shall verify the Conforming Sample specifications compared to the specifications and performance of the goods as agreed to in the Contract. In the event Company determines, using its good faith judgment, that a Material Change renders the goods incompatible for the use for which Company is purchasing the goods, Company shall provide written notice of such incompatibility to Seller within sixty (60) days after receipt of notice of such Material Change and the Conforming Samples, if applicable. Seller shall only make or allow a supplier of Seller to make a Material Change necessitating the provision of a Conforming Sample after Company's prior written approval.

**14. PURCHASING INFORMATION FLOW DOWN:**

Suppliers will flow down all applicable requirements of the Purchase Order to their suppliers to ensure conformance with all specifications, drawings, AS9100 or other Quality System Requirements, Regulations, Public Laws and other requirements as may be specified in the Purchase Order.

**15. COUNTERFEIT AND SUSPECT GOODS:**

Seller warrants that it shall not deliver Counterfeit and Suspect Goods to Company and shall immediately notify Company if Seller becomes aware or suspects that it has delivered Counterfeit or

Suspect Goods. When requested by Company, Seller shall provide documentation that authenticates the traceability of the affected items. "Counterfeit and Suspect Goods" refers to materials that are (i) mislabeled as to source or quality; (ii) falsely labeled as new; (iii) fraudulently stamped or identified as having been produced to high or approved standards; (iv) an authorized copy of a known product within the industry; (v) misrepresented in some way by the Seller; or (vi) items for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the part is authentic. Seller shall indemnify Company for all Claims relating to Counterfeit or Suspect Goods, including without limitation Company's costs of removing Counterfeit and Suspect Goods and installing replacement goods, including any reinstallation testing. Seller shall include this Article or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as goods to Company.

**16. FOREIGN OBJECT DAMAGE (FOD) PREVENTION:**

The Seller's program shall utilize effective FOD prevention practices. The program shall be proportional to the sensitivity of the design of product(s) to FOD, as well as to the FOD generating potential of the manufacturing methods. Written procedures or policies developed shall be subject to review and audit by Norris Precision Mfg., the customer and/or government representative.

**17. QUALITY SYSTEM REQUIREMENT:**

Unless otherwise specified, suppliers shall maintain, as a minimum, a quality/inspection system that will ensure all products and services conform to contract requirements whether manufactured or processed by the supplier or procured from a sub-tier supplier.

**18. RECORD RETENTION:**

Unless otherwise specified, Suppliers shall maintain non-supplied records of inspections, tests, and process controls in support of this order, for a minimum of 11 years unless otherwise specified. Upon the order completeness or closure/sale of a supplier's facility, Norris Precision Mfg. Purchasing Department is to be contacted to receive information for the proper disposition of both supplied and maintained documents and records.

**19. INTELLECTUAL PROPERTY:**

If Seller makes modifications to the specifications or any process related to the Goods specifically for Norris Precision Mfg. at Norris Precision Mfg.'s request ("Custom Work"), Norris Precision Mfg. owns the Custom Work. Seller hereby assigns to Norris Precision Mfg. all rights, title and interest in the Custom Work and represents and warrants that: (a) the Custom work was developed through Seller's sole and original efforts and does not infringe the intellectual property or privacy rights of any person, and (b) Seller has no other arrangement that would interfere with assigning all of its interest in the Custom Work to Norris Precision Mfg.. If Seller furnishes a pre-existing design for the Goods, then Seller will continue to own all intellectual property rights relating to such design and Seller hereby grants Norris Precision Mfg. a permanent, paid-up, nonexclusive, worldwide, royalty-free license, with a right to sublicense to others, to make, have made, use and have used, such intellectual property. Seller may not use Norris Precision Mfg.'s name and/or logo in any manner other than as may be identified in this Contract without first obtaining written permission from Norris Precision Mfg.

**20. FORCE MAJEURE:**

Neither party will be in default for any delay or failure to perform its obligations under this Contract if caused by an extraordinary, unforeseen supervening circumstance not within the contemplation of the parties at the time of contracting and beyond the reasonable control of the party affected. The parties agree that there is no agreed source of supply for Seller to fulfill its obligations under this Contract. The party affected by an event under this paragraph will furnish prompt written notice of any delays or non-performances (including its anticipated duration) after becoming aware that it has occurred or likely will occur. If Seller is unable to perform for any reason, Norris Precision Mfg. may purchase the Goods from other sources and reduce its purchases from Seller accordingly without liability to Seller. Within three business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed thirty (30) days. If the non-performing party does not provide those assurances, or if the non-performance

exceeds thirty (30) days, the other party may terminate the Contract by notice given to the non-performing party before performance resumes. by Norris Precision Mfg.

#### 21. INDEMNIFICATION:

Seller will indemnify, defend, and hold harmless Norris Precision Mfg., its directors, officers, employees, agents, representatives, successors, assigns, and customers ("Indemnitees") from and against all liabilities, expenses, suits, claims, actions, demands, judgments, settlements, costs, losses, fines and penalties, including but not limited to attorney fees, costs and expenses of litigation ("Claims"), that arise out of or are related to: (i) the Goods, liens on Goods, defects in the Goods or the manufacture, delivery, use or misuse of the Goods; (ii) the performance of this Contract; or (iii) breach of any of the provisions of this Contract, whether Claims are caused in whole or in part by any negligence or any act or omission of Seller, its directors, officers, employees, subcontractors, agents, representatives, successors, or assigns, and regardless of whether or not such negligence or acts or omissions were caused in part by the Indemnitees. Seller hereby expressly agrees to waive any provision of any workers' compensation act, disability or other employee benefits laws, or any similar laws granting Seller rights and immunities as an employer, and expressly agrees to indemnify, defend, and hold harmless the Indemnitees against all Claims brought by the workers, servants, agents, or employees of Seller encompassed by this Indemnification paragraph 12. Among other such laws, Seller expressly waives application of Section 303(b) of the Pennsylvania Workers' Compensation Act, and Section 35, Article II of the Ohio Constitution and Ohio Revised Code Section 4123.74, as each may be amended or revised from time to time.

#### 22. SPECIAL PROCESSING:

Unless otherwise specified, all special processes performed shall be completed at a facility which maintains NADCAP accredited for the applied process/processes. Changes in special processing suppliers must be reported to Norris Precision Mfg. by submittal of a Delta FAI in compliance with the AS9102 (latest Revision) Guidelines.

23 HAZARDOUS AND DANGEROUS GOODS AND MATERIALS: Seller warrants: (1) that any chemical substance or mixture delivered to Norris Precision Mfg. pursuant to this Contract is on the Toxic Substance Control Act inventory or that the premanufacture notice requirements thereof have been satisfied and such chemical substance or mixture is lawfully available for sale and use; (2) that chemical substances or mixtures delivered hereunder will be properly packaged with all appropriate warning labels, instructions for use, and notices, and that, if such chemical substances or mixtures are supplied in bulk, Seller will provide Norris Precision Mfg. with an adequate supply of such warning labels, instructions, and notices for use in Norris Precision Mfg.'s facilities; (3) that Seller will supply with, or before, delivery, and at any other time upon Norris Precision Mfg.'s request, all information known to Seller with respect to potential hazards, including possible toxic or harmful effects, related to the handling, use, storage, disposal, or transportation of any chemical substances or mixtures delivered hereunder, and any precautions that should be taken to eliminate or reduce to a minimum such hazards; and (4) that Seller will ascertain and furnish all information about Goods required by Norris Precision Mfg. to comply with all safety-related laws and regulations (including those relating to applicable right-to-know laws as well as those governing occupational safety and health, and hazardous materials), and with laws and regulations regarding composition, ingredients, or otherwise, including promptly furnishing to Norris Precision Mfg. upon written request a list of all ingredients therein and the amounts thereof and information concerning any changes in such ingredients thereafter. Seller agrees that it will, upon Norris Precision Mfg.'s request, accept the return of unused toxic or hazardous chemical substances or mixtures delivered to Norris Precision Mfg. pursuant to this Contract. Unless approved in writing by Norris Precision Mfg.'s location manager prior to shipment, Seller will not deliver any Goods containing asbestos in a content exceeding the local regulatory level or 1% by weight of the Goods, whichever is less.

#### 24. CONTRIBUTIONS TO PRODUCT AND SERVICE CONFORMITY, SAFETY AND ETHICAL BEHAVIOR:

Products and services provided to Norris Precision Mfg. are typically used in our customer's mission critical applications where our supplier's conformity can have an impact on the products end use and the safety and well-being of people. Suppliers shall ensure persons involved in the fulfillment of this

contract are aware of their contribution to product/service conformity and safety and the importance of ethical behavior.

All our Suppliers shall be committed to the highest standards of ethics and business conduct. Our suppliers are to comply with all applicable laws and regulations applicable to the operation of their business and customer relationships. Suppliers must not offer, promise, authorize or provide directly or indirectly, anything of value with the intent or effect of inducing anyone to engage in unfair business practices. The supplier shall avoid involvement in activities that may be perceived as a conflict-of interest.