

**ETW PRECISION MACHINING, LLC**  
**TERMS AND CONDITIONS OF PURCHASE**

THESE TERMS AND CONDITIONS APPLY TO ALL PURCHASES OF GOODS OR SERVICES MADE BY ETW PRECISION MACHINING, LLC, A WISCONSIN LIMITED LIABILITY COMPANY (“PURCHASER”) FROM YOU (“SELLER”), WHETHER SUCH PURCHASE IS MADE BY ISSUANCE OF A WRITTEN PURCHASE ORDER, ELECTRONIC PURCHASE ORDER OR OTHERWISE, AND THESE TERMS AND CONDITIONS ARE INCORPORATED IN THEIR ENTIRETY BY THIS REFERENCE INTO ALL OF PURCHASER’S ORDERS AND PURCHASE DOCUMENTS. ALL ORDERS SUBMITTED TO SELLER AND CONTRACT FORMATION BETWEEN SELLER AND PURCHASER ARE EXPRESSLY MADE CONDITIONAL ON SELLER’S ACCEPTANCE OF ALL OF THESE TERMS AND CONDITIONS WITHOUT MODIFICATION OR SUPPLEMENT. ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY SELLER, WHETHER PROPOSED ORALLY, IN ANY ACKNOWLEDGMENT, RELEASE, INVOICE OR OTHER FORM OF SELLER, OR OTHERWISE, ARE REJECTED IN THEIR ENTIRETY AND SHALL BE DEEMED A MATERIAL ALTERATION OF THESE TERMS AND CONDITIONS UNLESS SPECIFICALLY AGREED TO IN WRITING BY PURCHASER, NOTWITHSTANDING PURCHASER’S ACCEPTANCE OF OR PAYMENT FOR ANY GOODS OR SERVICES COVERED HEREBY OR ANY OTHER SIMILAR ACT OF PURCHASER. IF PURCHASER’S ORDER SHALL BE DEEMED AN ACCEPTANCE OF A PRIOR OFFER BY SELLER, SUCH ACCEPTANCE IS LIMITED EXCLUSIVELY TO THESE TERMS AND CONDITIONS AND THE PRICE, QUANTITY, DELIVERY AND OTHER TERMS PROVIDED BY PURCHASER. FOR EASE OF REFERENCE, ANY ORDER BY PURCHASER IS REFERRED TO HEREIN AS A “PURCHASE ORDER”, WHETHER SUBMITTED IN WRITTEN FORM, ELECTRONIC FORM OR OTHERWISE, AND ANY SUCH PURCHASE ORDER INCORPORATING THESE TERMS AND CONDITIONS AS PROVIDED HEREIN IS SOMETIMES REFERRED TO HEREIN AS “THIS PURCHASE ORDER”.

1. **PRICING; PAYMENT TERMS.** No increase in price as stated in this Purchase Order will be allowed unless specifically agreed to in writing in advance by Purchaser. The price stated shall be deemed to include any and all taxes and other governmental charges, now imposed or hereafter becoming effective, upon the production, sale, shipment, or use of the goods or provision of the services and Seller shall pay and discharge all such taxes and charges without reimbursement from Purchaser. If no price is stated in this Purchase Order, then this Purchase Order may not be filled at a higher price than the price last quoted or charged or set forth in Seller’s price list in effect at the time of order unless specifically agreed to in writing in advance by Purchaser. No additional charges of any kind, including, without limitation, charges for boxing, packing, cartage, handling or other extras, will be allowed unless specifically agreed to in writing in advance by Purchaser. Unless otherwise specified in the Purchase Order, payment shall be due sixty (60) days from Purchaser’s receipt of a correct and complete invoice. A valid invoice must reference the applicable Purchase Order number and include sufficient detail to permit verification of the charges. Purchaser may withhold payment of any disputed amounts in good faith pending resolution of the dispute.

2. **WARRANTY.** Seller expressly represents and warrants that all of the goods purchased hereunder will be (i) in exact accordance with this Purchase Order and any other specifications, drawings, samples or other descriptions furnished or adopted by the parties for such goods, (ii) free from defects in design, material and workmanship, (iii) fit for the purposes intended, (iv) safe and appropriate for the purposes for which such goods are normally used and in compliance with all applicable foreign, federal, state and local laws, rules and regulations, (v) new and merchantable, and (vi) free from all security interests, liens, encumbrances and restrictions on transfer. The foregoing warranties shall survive delivery, inspection, acceptance and payment and shall accrue to Purchaser, its successors, assignees, customers and users of Purchaser’s goods and shall be in addition to any other representations and warranties of Seller, express, implied, or statutory. Any deviations from any specifications, drawings, samples or other descriptions furnished or adopted by the parties for the goods must be approved in writing in advance by Purchaser. Purchaser may, at its option, return for credit or require prompt correction or replacement of defective or nonconforming goods or have defective or nonconforming goods corrected or replaced at Seller’s expense (including all labor). Return to Seller of any defective or nonconforming goods and delivery to Purchaser 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 Purchaser’s written order. Corrected or replaced goods shall be subject to the terms and conditions of this Purchase Order in the same manner and to the same extent as the defective or nonconforming goods originally delivered under this Purchase Order. If part of the goods to be delivered under this Purchase Order are defective or nonconforming, Purchaser may cancel any unshipped portion of the goods covered by this Purchase Order. Seller shall obtain and assign or otherwise provide to Purchaser, without charge, the benefits of warranties and guarantees provided by suppliers of material or equipment incorporated into Seller’s goods and shall perform its responsibilities so that such warranties and guarantees remain in full force and effect. Seller warrants to Purchaser that it shall perform the services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations hereunder.

3. **SHIPMENTS AND DELIVERIES.** Shipments and deliveries shall be in accordance with Purchaser’s instructions, time being of the essence with respect to this Purchase Order, and must be made to the specified ship-to location. In the absence of shipping instructions from Purchaser, all goods shipped hereunder shall be by route and method resulting in the lowest cost which will ensure delivery on or before the date(s) specified by Purchaser. All goods delivered pursuant to this Purchase Order shall be in suitable containers for protection in shipment and storage. Any damage to goods resulting from improper packaging or routing will be charged to Seller. All charges for transportation, insurance, boxing, packaging, crating and returnable containers will be the responsibility of Seller and not paid by Purchaser unless separately stated on this Purchase Order. Deliveries shall be made strictly in accordance with the delivery schedule specified by Purchaser and in the exact quantity ordered and not in installments. Any unauthorized quantity is subject to Purchaser’s rejection and return at Seller’s expense. Delivery shall not be deemed complete until all goods have been received and accepted by Purchaser. If delivery is not made in accordance with the delivery schedule, Purchaser may cancel this Purchase Order in whole or in part in accordance with Paragraph 4, below. Seller shall be responsible and shall bear all risks for loss or damage to the goods to be delivered under this Purchase Order until they are delivered at Purchaser’s facility (regardless of F.O.B. point or point of inspection or acceptance) and are received and accepted by Purchaser. Seller shall provide the services to Purchaser as described and in accordance with the dates or schedule set forth on the Purchase Order and in accordance with the terms and conditions set forth herein.

4. **CANCELLATION.** Purchaser reserves the right to cancel all or any part of the undelivered portion of this Purchase Order by written notice or verbal notice confirmed in writing in any of the following circumstances: (i) Seller does not make deliveries as specified, (ii) Seller breaches any

of the terms hereof, including, without limitation, any of Seller's warranties set forth in Paragraph 2, above, (iii) Seller fails to make progress as to endanger performance of this Purchase Order in accordance with its terms, or (iv) Seller becomes insolvent, fails to pay its debts as they come due, makes an assignment for the benefit of creditors or becomes the subject of any voluntary or involuntary bankruptcy, reorganization, insolvency or similar proceedings. Any cancellation of this Purchase Order shall be without cost or liability to Purchaser. In the event of cancellation under this Paragraph 4, Purchaser shall have the right to procure, on such terms and in any manner as it may deem appropriate, substitute goods deemed satisfactory by Purchaser and to recover from Seller the excess cost for such goods and Seller shall be liable to Purchaser for any and all damages sustained by reason of the default which gave rise to the cancellation.

**5. ORDER CHANGES.** Purchaser reserves the right at any time to make changes, by delivering a written order to Seller, in any or all of the following terms of this Purchase Order: (i) the specifications, drawings, designs, quantities and/or delivery schedules, (ii) methods of shipment or packaging, and (iii) place of inspection, acceptance and/or delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this Purchase Order, an equitable adjustment shall be made in the purchase price or delivery schedule, or both, as mutually agreed by the parties. Any claim by Seller for adjustment under this Paragraph 5 shall be deemed waived unless Purchaser is notified in writing of such claim within ten (10) days after receipt by Seller of Purchaser's change order. Price increases or extensions of time for delivery shall not be binding on Purchaser unless specifically approved in writing in advance by Purchaser.

**6. PURCHASER PROPERTY.** Unless specifically agreed to in writing in advance by Purchaser, all tools, gauges, dies, molds, patterns, jigs, fixtures and any other property paid for and/or furnished to Seller by Purchaser shall: (i) be used only in filling this Purchase Order, (ii) remain and be conspicuously identified as Purchaser's property, (iii) be segregated from the property of Seller and third parties, (iv) be removed from Seller's premises approved by Purchaser only upon Purchaser's written instructions, (v) be held at Seller's risk of loss and damage strictly on a bailment basis, and (vi) be insured by Seller at its expense in a replacement cost amount reasonably satisfactory to Purchaser. Seller shall not represent that any party other than Purchaser owns such property. Purchaser shall have the right to enter Seller's premises at all reasonable times to inspect Purchaser's property and Seller's records with respect thereto. Evidence of such insurance coverage shall be delivered to Purchaser from time to time upon request and Purchaser's interest in such property shall be identified therein as Purchaser directs. Purchaser shall have the right, without further authorization, to make such public filings as Purchaser deems reasonably necessary to notify third parties of Purchaser's interest in such property, including, without limitation, Uniform Commercial Code notice filings. Seller shall return all Purchaser property to Purchaser upon Purchaser's request and, in any event, upon completion of this Purchase Order, or the cancellation hereof, whichever occurs first.

**7. CHANGES IN MATERIALS.** Seller must receive specific prior written approval from Purchaser before proceeding with any change in specified materials.

**8. COMPLIANCE WITH LAWS.** Seller's performance of this Purchase Order and all goods and services provided to Purchaser pursuant hereto will comply with all applicable foreign, federal, state and local laws, rules and regulations. Any on-site work is to be performed by Seller in compliance with standards established by the Occupational Safety and Health Administration, other applicable safety standards, and with local plant safety regulations. The parties hereby incorporate the equal employment opportunity requirements of 41 C.F.R. §§ 60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable. By accepting this Purchase Order, Seller certifies that it complies with the authorities cited above. Seller agrees to incorporate such clauses where applicable in all contracts and subcontracts.

**9. INDEMNIFICATION.** In addition to the warranties provided in Paragraph 2, above, Seller shall hold harmless, indemnify and, at Purchaser's request, defend Purchaser and each of Purchaser's equity holders, managers, directors, officers, employees, agents, representatives, affiliates, customers and other users of Seller's goods (the "Purchaser Indemnitees") from and against all actions, demands, claims, suits, proceedings, losses, damages, injuries, liabilities and expenses (including, without limitation, attorneys' fees and investigation and defense costs) arising out of or relating in any way to, directly or indirectly, any actual or alleged (i) breach of this Purchase Order by Seller or any of its officers, agents, employees or subcontractors, including, without limitation, the confidentiality and non-use obligations set forth in Paragraph 10, below, (ii) breach of a representation or warranty covering the goods or services sold to Purchaser hereunder, whether express, implied or statutory, (iii) recall of goods sold to Purchaser hereunder, (iv) death of or injury to a person or damage to property caused by any defect in the goods (whether latent or patent) or services or the failure of the goods or services to comply with specifications, drawings, samples or other descriptions, (v) violation of applicable foreign, federal, state or local laws, rules or regulations by Seller or any of its officers, agents, employees or subcontractors, and/or (vi) act or omission of Seller or any of its officers, agents, employees or subcontractors.

**10. CONFIDENTIALITY; DATA SECURITY.** Seller acknowledges and agrees that all information (whether written or oral) received from Purchaser in connection with this Purchase Order or relating to the goods or services hereunder, or to any Purchaser product into which the goods are incorporated or to which the services relate (i) shall be maintained in strictest confidence and not disclosed, directly or indirectly, without time limit, to any third party without the prior written consent of Purchaser, and (ii) shall be used only for the purpose of supplying goods or services to Purchaser under this Purchase Order or other Purchase Orders with Purchaser and for no other purpose. Seller further warrants that all such information received by Seller prior to the date of this Purchase Order has been and shall continue to be held in strictest confidence and that no such information has been or shall be disclosed to third parties except as authorized by Purchaser in writing. Seller shall implement and maintain commercially reasonable administrative, technical, and physical safeguards to protect Purchaser's confidential information and any data provided in connection with this Purchase Order from unauthorized access, use, or disclosure. Seller shall promptly notify Purchaser of any actual or suspected unauthorized access to or disclosure of such information and cooperate with Purchaser in investigating and mitigating any such incident.

**11. INSPECTION AND ACCEPTANCE.** All goods shall be subject to Purchaser's right of inspection and testing and all such goods are subject to final inspection and acceptance at Purchaser's facility notwithstanding any prior inspection, testing or design approvals. Purchaser's rejection resulting from such inspection shall be final and conclusive; however, Purchaser shall not be required to inspect or test goods. Purchaser will give notice of rejection of goods within a reasonable time after receipt, inspection and/or testing, if performed by Purchaser. All rejected goods will be held at Seller's risk and shall be removed promptly by Seller at Seller's expense, and during the period such goods are held by Purchaser shall be subject to Purchaser's storage and handling charges then in effect. Seller shall promptly reimburse Purchaser for all freight, storage and handling charges and all other expenses incurred by Purchaser prior to discovery of any defects or nonconformance with this Purchase Order, and in Purchaser's attempts to remedy the same or make any goods usable for Purchaser's purposes. Purchaser may, at its option, require prompt

replacement or correction of rejected goods at Seller's expense, including an equitable reduction in the price of this Purchase Order for rejected goods. Seller shall not resubmit rejected goods to Purchaser without Purchaser's prior written approval. Seller shall identify resubmitted goods as previously rejected. Purchaser's acceptance, payment, use or resale of the goods covered by this Purchase Order shall not release Seller from any of Seller's obligations, representations, or warranties hereunder. Payment for any goods shall not be deemed an acceptance thereof. Seller shall provide and maintain a quality assurance and control system acceptable to Purchaser and Purchaser shall have the right to inspect the goods covered hereby at Seller's facility. Upon request, Seller shall provide Purchaser with, at Purchaser's option, written or verbal reports relating to the status of Seller's performance hereunder. Purchaser shall have the right to inspect and copy Seller's books and records related to performance of this Purchase Order upon reasonable notice. The provisions of this Paragraph 11 shall be without limitation to Seller's obligations and Purchaser's rights set forth in Paragraph 2, above.

**12. ASSIGNMENT.** Seller shall not assign or subcontract either its rights or obligations under any transactions contemplated by these terms and conditions without the express written consent of Purchaser.

**13. NO WAIVER.** Failure of Purchaser to enforce any of these terms or conditions or to exercise any right accruing through the default of Seller shall not affect Purchaser's rights in case such default continues or in case of any subsequent default of Seller and such failure shall not constitute a waiver of other or future defaults of Seller.

**14. GOVERNING LAW; VENUE.** The rights of all parties hereunder and the construction of every provision hereof shall be governed by the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law provision or rule (whether in the State of Wisconsin or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The U.N. Convention on the International Sales of Goods shall not apply. The parties agree that any action, demand, claim, suit or proceeding arising out of this Purchase Order or in connection with goods or services provided hereunder, not amicably resolved by the parties, shall be brought exclusively in the state courts located in or otherwise having jurisdiction over Shawano County, Wisconsin, or the Federal court for the Eastern District of Wisconsin, and the parties hereby consent to personal jurisdiction in such courts and waive any objection based on jurisdiction or venue of any such action.

**15. RELATIONSHIP OF PARTIES.** Seller and Purchaser are independent contracting parties. Nothing in this Purchase Order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Neither party shall be construed as an employee of the other. Each party remains responsible for complying with requirements and obligations for employee taxes.

**16. INSURANCE.** Seller shall maintain in effect, at its expense, insurance of such types as is commercially reasonable in connection with the conduct of its business, including, without limitation, insurance coverage for its liability and indemnity obligations hereunder. Evidence of such insurance coverage shall be delivered to Purchaser from time to time upon request and Purchaser's interest herein shall be identified therein as Purchaser directs, including, without limitation, by having Purchaser named as an additional insured.

**17. REMEDIES.** Purchaser's liability on any claim of any kind for any loss, damage, injury, liability or expense arising out of or in connection with or resulting from this Purchase Order or from Purchaser's performance or breach hereof shall in no case exceed the price allocable to the goods or services that give rise to the claim. WITHOUT LIMITING THE GENERAL APPLICABILITY OF THE FOREGOING, PURCHASER SHALL IN NO EVENT HAVE ANY LIABILITY HEREUNDER FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REPUTATION OR LOSS OF GOODWILL, EVEN IF PURCHASER HAS BEEN ADVISED IN ADVANCE OF THE SAME. In addition to any remedy stated herein, Purchaser shall retain the right to avail itself of any remedy available at law or in equity. All remedies available to the parties under this Purchase Order, at law or in equity shall be considered cumulative. All claims for monies due or to become due from Purchaser shall be subject to set-off by Purchaser against any amount owed by Seller or any of its affiliates to Purchaser or any other Purchaser Indemnitee.

**18. LIENS.** Seller agrees that it shall not file any liens as a result of producing goods hereunder and that it shall not permit its subcontractors or suppliers to file such liens. Upon request, Seller shall provide Purchaser with lien waivers for itself, its subcontractors and suppliers in a form satisfactory to Purchaser, who may withhold any payment(s) otherwise due until it has received reasonable assurances that all of Seller's obligations respecting the goods have been paid. If a lien is filed, Seller shall cooperate fully with Purchaser, at Seller's expense, to cause the lien to be removed.

**19. SEVERABILITY AND SURVIVAL.** If any provision of this Purchase Order shall under any circumstances be deemed invalid or inoperative, this Purchase Order shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly. These terms and conditions which by their nature are intended to survive the cancellation or completion of this Purchase Order shall continue as valid and enforceable rights and obligations of the parties, as applicable, notwithstanding any such cancellation or completion.

**20. NOTICES.** All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when hand delivered, when sent by prepaid express or courier delivery service, or three days after deposited in the United States mail, certified mail, postage prepaid, return receipt, in each case to Purchaser at the following address or to such other address as may be designated by like notice, duly given: ETW Precision Machining, LLC, 1338 Ellis St, Waukesha, WI 53186.

**21. INTELLECTUAL PROPERTY.** Purchaser shall retain sole ownership of all right, title, and interest in and to its intellectual property. Seller warrants that all goods and services provided under this Purchase Order, and Purchaser's use thereof (including incorporation into Purchaser's products), do not and will not infringe, misappropriate, or violate any intellectual property rights of any third party. Seller shall defend, indemnify, and hold harmless Purchaser and the Purchaser Indemnitees from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to any actual or alleged infringement or misappropriation of intellectual property rights. If any goods or services are, or in Seller's opinion are likely to be, subject to such a claim, Seller shall, at its expense and at Purchaser's option, either: (i) procure for Purchaser the right to continue using such goods or services, (ii) replace or modify them so that they become non-infringing without loss of functionality, or (iii) accept return of the goods and refund all amounts paid.

**22. AS9100 COMPLIANCE; FLOW-DOWN REQUIREMENTS.** To the extent this Purchase Order involves goods or services subject to AS9100 or other aerospace or customer-specific quality requirements, Seller shall comply with the following: (a) Seller shall comply with all applicable AS9100 requirements and all quality, technical, and customer-specific requirements communicated by Purchaser, whether set forth in this Purchase Order or otherwise provided in writing. (b) Seller shall establish, maintain, and continuously improve a quality management system compliant with applicable AS9100 requirements, as appropriate to the scope of work. Upon request, Seller shall provide evidence of such system and permit Purchaser to review and assess its effectiveness. (c) Seller shall flow down all applicable requirements of this Purchase Order, including without limitation all AS9100 requirements, customer-specific requirements, key characteristics, and regulatory requirements, to its suppliers and subcontractors at all tiers. Seller shall ensure that its suppliers are capable of complying with such requirements and shall remain fully responsible for their performance. (d) Seller shall: (i) comply with all specifications, drawings, and requirements identified by Purchaser; (ii) use only approved or specified sources where required; (iii) ensure all special processes are performed by qualified personnel and, where applicable, approved sources; and (iv) implement appropriate verification, validation, inspection, and testing activities to ensure conformity of goods and services. (e) Seller shall not make any change to products, services, processes, materials, suppliers, or manufacturing locations without Purchaser's prior written approval to the extent such change could affect form, fit, function, quality, or regulatory compliance. (f) Seller shall promptly notify Purchaser in writing of any nonconforming goods or services and shall not disposition such nonconformities without Purchaser's prior written approval. Seller shall implement appropriate corrective actions to prevent recurrence. (g) Seller shall implement policies and procedures to prevent the use of counterfeit or suspect counterfeit parts. Seller shall immediately notify Purchaser upon becoming aware of any such issue and shall, at its expense, promptly replace any affected goods and be responsible for all associated costs. (h) Seller shall provide Purchaser, Purchaser's customers, and applicable regulatory authorities with a right of access, upon reasonable notice, to Seller's facilities, records, and quality documentation related to this Purchase Order, at any level of the supply chain, for purposes of inspection, audit, or verification. (i) Seller shall retain all records related to this Purchase Order for a minimum of seven (7) years (or longer if required by applicable law or contract) and shall not dispose of such records without prior written notice to Purchaser. (j) Seller shall ensure that personnel performing work under this Purchase Order are aware of (i) their contribution to product or service conformity, (ii) product safety, and (iii) the importance of ethical behavior. (k) Seller's performance shall be subject to monitoring and evaluation by Purchaser. Seller shall cooperate with Purchaser in connection with any performance reviews, audits, or corrective action requests.

**23. ENTIRE AGREEMENT.** THESE TERMS AND CONDITIONS AND ANY OTHER SPECIFICATIONS, DRAWINGS, SAMPLES OR OTHER DESCRIPTIONS FURNISHED OR ADOPTED BY PURCHASER IN CONNECTION HERewith CONSTITUTE AND REPRESENT THE COMPLETE AND ENTIRE AGREEMENT BETWEEN PURCHASER AND SELLER AND SUPERSEDE ALL PREVIOUS COMMUNICATIONS, WARRANTIES AND REPRESENTATIONS, EITHER WRITTEN OR VERBAL, WITH RESPECT TO THE SUBJECT MATTER HEREOF AND WILL BECOME A CONTRACT BETWEEN PURCHASER AND SELLER UPON THE EARLIER OF SELLER'S ACKNOWLEDGMENT OF THIS PURCHASE ORDER OR SELLER'S COMMENCEMENT OF PERFORMANCE.