 FDH Aero Quality Form	Document #: Revision:	QF-043 A
Title: STANDARD TERMS AND CONDITIONS OF SALE	Rev. Date:	4/17/2026

FDH AERO STANDARD TERMS AND CONDITIONS OF SALE EXCLUSIVELY GOVERN ALL SALES OF PRODUCTS BY SELLER TO BUYER AND ARE INCORPORATED INTO ANY QUOTATION, FDH AERO SALES ORDER, BUYER PURCHASE ORDER AND ANY OTHER SIMILAR DOCUMENT. ANY PROPOSAL THAT INCLUDES DIFFERENT OR ADDITIONAL TERMS THAT VARY FROM FDH AERO STANDARD CONDITIONS OF SALE ARE OBJECTED TO AND DISALLOWED. NOTWITHSTANDING THE FOREGOING, ANY SUCH COUNTERPROPOSALS BY BUYER SHALL NOT OPERATE AS A REJECTION OF THE CONTRACT OF SALE, BUT AS A REJECTION OF THE ADDITIONAL OR DIFFERENT TERM(S).

1. DEFINITIONS.

“Buyer” means the entity identified as such on face of Buyer’s Order.

“Order” means any purchase order(s) issued by Buyer for the purchase of Products and/or Services.

“Party” means Buyer or Seller, individually; and **“Parties”** means Buyer and Seller, collectively.

“Products” means those goods, supplies, reports, computer software, data, materials, articles, items, parts, components, or assemblies described in the Order.

“Seller” or **“FDH AERO”** means FDH Aero, LLC and its affiliates.

“Services” means those services described in the Order, including any goods, supplies, materials, articles, items, parts, components, or assemblies incidental to the performance of such services.

2. QUOTES

- 2.1. All quotations issued by Seller are valid for a period of thirty (30) calendar days from the date of issuance, unless otherwise stated in writing. After the expiration of this period, the quotation shall be deemed withdrawn unless extended or reaffirmed by Seller in writing.
- 2.2. Stock and prices provided for open vendor Orders (“VOO”) remain subject to prior sales. Prices offered are only valid for the quantities and Products quoted. Seller reserves the right to re-quote should the stock/VOO no longer be available.
- 2.3. No quotation shall be binding on Seller unless and until a corresponding Order is received from Buyer and accepted by Seller in writing.
- 2.4. Seller may correct without liability any typographical, clerical or other errors or omissions.

STANDARD TERMS AND CONDITIONS OF SALE

3. PURCHASE ORDER (“ORDER”)

- 3.1. **Minimum Order.** All Orders are subject to \$25 minimum line value and \$250 Order minimum value or manufacturer minimum order quantity whichever is greater, unless otherwise stated.
- 3.2. **Content.** Buyer's Order shall include (i) Seller's part number (ii) quantity (iii) price (iv) delivery location and (v) requested delivery date.
- 3.3. **Multiple delivery dates.** Buyer may submit Order(s) that specify multiple delivery dates, provided that Seller reserves its right to revise the quote price of the Products if Seller's manufacturer cost increases until the delivery date and shall notify Buyer of the revised price. Each delivery date specified in an Order shall, upon Seller's acceptance, be treated as a separate obligation under such Order.
- 3.4. **Inventory Availability.** Unless otherwise agreed in writing by Seller, Seller shall not be obligated to hold inventory or reserve production capacity beyond the scheduled delivery dates.
- 3.5. **Rescheduling.** Any changes to delivery schedules requested by Buyer are subject to Seller's written approval and may result in additional charges.
- 3.6. **Cancellation.** Buyer's Order, once accepted by Seller, is non-cancellable.
- 3.7. **Shipping Location:** Seller reserves the right to deliver any or all Products on Order, in partial or in full, from various Shipping Locations.

4. PRICE

- 4.1. **Price.** Buyer shall pay Seller the prices, fees and/or rates set forth in Seller's quotation, or as otherwise confirmed by Seller in an Order acknowledgment, invoice, or other written confirmation. If Buyer issues an Order, the prices applicable to the resulting Order shall be those stated in the applicable quotation or as accepted by Seller in writing.
- 4.2. **Repricing.** Seller may increase the prices for Products due to any increase in Seller's cost resulting from governmental action or any other cause beyond Seller's control including applicable tariffs, duties and or other similar charges imposed and/or enacted.

5. TAXES

All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, tariffs and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel, real property, personal property, or other assets.

6. INVOICE

- 6.1. **Invoice.** Seller shall issue an invoice to Buyer upon the delivery of Products or completion of Services.
- 6.2. **Invoice Disputes.** Buyer shall dispute any invoice with a written notice to Seller no later than fourteen (14) calendar days from its receipt, providing reasonable detail supporting

STANDARD TERMS AND CONDITIONS OF SALE

the dispute. Buyer shall pay all undisputed amounts within the payment terms set below, and any disputed amount shall not relieve Buyer of its obligation to timely pay all undisputed portions of the invoice.

7. PAYMENT

- 7.1. **Payment.** Subject to Buyer meeting the credit terms established by Seller, Buyer shall pay Seller all invoiced amounts due within thirty (30) calendar days from the date of Seller's invoice. Buyer shall bear all bank transfer fees. Seller may apply any payment received from Buyer against any obligation owing by Buyer to Seller, under the Order or any other contract or purchase order, regardless of any statement appearing on or referring to such payment. Buyer grants Seller a security interest in the Products sold Buyer and to any proceeds (including accounts receivables), until payment in full for the Products, has been received by the Seller. Buyer shall sign and deliver to Seller any document to perfect this security interest that Seller reasonably requests.
- 7.2. **Currency.** All payments shall be in US dollars, unless otherwise stipulated.
- 7.3. **Late Payment.** Seller may charge interest at the annual percentage rate of fifteen percent (15%) on any undisputed amount that is not paid on or before the date such payment is due in accordance with the payment terms set above (or the maximum rate allowable by law) in addition to all costs of collection including without limitation reasonable attorney's fees. Seller may at its option (i) set off any credit or sum owed by Seller to Buyer against any undisputed amount owed by Buyer to Seller; (ii) withhold future deliveries to Buyer; (iii) declare Buyer's performance in breach and terminate the Order; (iv) repossess Products for which payment has not been made; (v) make future deliveries on a cash-with-order or cash-in-advance basis; (vi) accelerate all remaining payments and declare the total outstanding balance then due and owing; or (vii) combine any of the above rights and remedies as may be permitted by applicable law.
- 7.4. **No Withholding or Setoff.** Buyer shall not withhold payment or make any deductions, or setoffs from any invoice or amount due to Seller, whether arising under the Order or any other agreement, without Seller's prior written consent.

8. PACKAGING AND PACKING, SHIPPING, TITLE AND RISK OF LOSS, AND DELIVERY

- 8.1. **Packaging and Labeling.** Seller shall prepare, package, mark and suitably pack the Products for shipment to prevent damage in transit in accordance with Seller's standard shipping practices. Seller may charge an additional fee for any non-standard packaging request.
- 8.2. **Shipment.** Seller shall deliver all Products FCA Seller's facility (Incoterms 2020). Buyer acknowledges that delivery dates provided by Seller are estimates only and that Seller is not liable for failure to deliver on such dates.
- 8.3. **Partial and in advance shipments.** Seller reserves the right to make partial shipment against Buyer's total Order and may deliver in advance of the scheduled delivery date.

STANDARD TERMS AND CONDITIONS OF SALE

- 8.4. **Quantities.** Seller's delivery of quantities that varies by more or less 3% of Buyer's ordered quantity of Products shall be deemed a complete Order.
- 8.5. **Title and Risk of Loss.** Title and risk of loss pass to Buyer upon delivery of the Products at the disposal of Buyer at Seller's facility according to the above Incoterm. Notwithstanding the foregoing, Buyer grants Seller a security interest in the Products sold to Buyer until payment in full.

9. INSPECTION AND ACCEPTANCE

- 9.1. **Acceptance.** Buyer shall accept the Products and/or Services within thirty (30) calendar days from the date of delivery ("Acceptance Period"). Buyer will be deemed to have accepted the Products and/or Services unless Buyer notifies Seller in writing of any nonconformance during the Acceptance Period and furnishes such written evidence or other documentation as may be reasonably required by Seller. Such notice shall state with particularity each defect or nonconformity, and Buyer shall be precluded from relying on defects or nonconformance not stated in the written notice as the basis for rejection or claiming breach. Failure by Buyer to provide Seller with written notice of a claim within the Acceptance Period or, in the case of non-delivery, from the date fixed for delivery, shall constitute a waiver by Buyer of all claims with respect to such Products.
- 9.2. **Return of Products.** Buyer shall not return Products during either the Acceptance Period or the warranty period without a return material authorization ("RMA") number issued by Seller in its sole discretion. All returned Products must be: (i) in original shipping package with full and complete traceability, (ii) unexpired remaining shelf-life value, and (iii) complete with all packing materials. Buyer shall request an RMA within the Acceptance Period and return the Product within ten (10) calendar days of RMA issuance. Buyer shall return the Products freight prepaid. Products returned without an RMA or that fail to meet return conditions may be rejected and returned at Buyer's expense or disposed of by Seller without further liability. Seller shall inspect returned Products. If the Product is found to be non-conforming, Seller will issue a credit, refund, or replacement within thirty (30) calendar days from receipt of the returned Product. If no defect is found, Seller will return the Product to Buyer at Buyer's cost.

10. QUALITY

Seller is certified to AS 9100, AS9120B, ISO 9001 and ASA-100.

11. WARRANTY

- 11.1. **Scope.** Seller warrants that (i) it has title to the Products and that (ii) the Products are new and unused. Seller merely passes through to Buyer the end-user warranty offered by the manufacturer of the Products. Seller shall have no obligation or liability for any non-conformance resulting from (i) misuse,

STANDARD TERMS AND CONDITIONS OF SALE

improper storage, handling, installation, or maintenance by Buyer or a third party, (ii) modification, repair, or rework of the Products or Services not authorized in writing by Seller or the original manufacturer; (iii) failure to operate or use the Products in accordance with manufacturer instructions or applicable specifications or (iv) ordinary wear and tear.

- 11.2. **Remedies.** In the event that Buyer makes a warranty claim, Seller may at its sole discretion and upon receipt of the non-conforming Product (i) replace the non-conforming Product or (ii) refund to Buyer the paid price for the non-conforming Products.
- 11.3. **Limited Warranty.** EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- 11.4. **Exclusive Remedies.** BUYER'S SOLE AND EXCLUSIVE REMEDY PURSUANT TO THIS SECTION SHALL BE TO EITHER (I) RETURN FOR CREDIT OR REFUND, OR (II) REQUIRE PROMPT CORRECTION OR REPLACEMENT OF ANY NON-COMPLYING PRODUCTS OR SERVICES. THESE REMEDIES SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION. ANY RETURN OF PRODUCTS OR CORRECTION OF SERVICES UNDER THIS WARRANTY MUST BE MADE IN ACCORDANCE WITH THE RETURN MATERIAL AUTHORIZATION (RMA) PROCEDURE SET FORTH IN SECTION 9.2.

12. INDEMNIFICATION

- 12.1. Each Party agrees to defend, indemnify and hold the other harmless from any claims, losses, damages, liabilities, or expenses (including reasonable attorney's fees) incurred as a result of the negligent or intentional acts or omissions of the indemnifying Party arising either directly or indirectly from the performance (or non-performance) of any obligations under the Order.
- 12.2. Seller's sole obligation and Buyer's only remedy, relating to patent, copyright, trademark or trade secret indemnification is, upon Buyer request, to assign or transfer to Buyer all patent, copyright, trademark or trade secret indemnifications that Seller receives from its supplier for the Products delivered to Buyer, to the extent such indemnities are available and assignable. THE INDEMNITY, OBLIGATIONS AND LIABILITIES OF SELLER AND THE REMEDIES OF BUYER PROVIDED IN THIS SECTION ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND BUYER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER INDEMNITIES, WARRANTIES (EXPRESSED OR IMPLIED OR STATUTORY), OBLIGATIONS AND LIABILITIES OF SELLER AND RIGHTS, CLAIMS

STANDARD TERMS AND CONDITIONS OF SALE

AND REMEDIES OF BUYER AGAINST SELLER WITH RESPECT TO ANY INFRINGEMENT.

13. LIMITATION OF LIABILITY

IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE ORDER EXCEED THE CONTRACT PRICE FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IF SUCH DAMAGES WERE OTHERWISE FORESEEABLE, OR IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. FORCE MAJEURE, EXCUSABLE DELAY

- 14.1. No Party will be liable for non-performance of any of its obligations under the Order, except for payment obligations, if its non-performance was due to any cause beyond its reasonable control and without its fault or negligence, such as but not limited to war; riot; civil strife, boycotts, act of terrorism, domestic or foreign; embargo; governmental act, regulation or decree; flood, fire, hurricane, tornado, or other casualty; earthquake; strike, lockout, or other labor disturbance; the unavailability of labor or materials to the extent beyond the control of the Party affected; or any other events or circumstances not within the reasonable control of the Party affected, whether similar or dissimilar to any of the foregoing ("**Force Majeure Event**").
- 14.2. Upon occurrence of a Force Majeure Event, the non-performing Party shall promptly notify the other Party that a Force Majeure Event has occurred, its anticipated effect on performance, including its expected duration. The non-performing Party shall furnish the other Party periodic reports regarding the progress of the Force Majeure Event and use reasonable diligence to minimize damages and to resume performance.

15. CONFIDENTIALITY OBLIGATION

- 15.1. "Confidential Information" means all information of either party not generally available to the public including but not limited to products, business and operations financial records, customers, suppliers, vendors, products, costs, sources, strategies, inventions, procedures, forecasts, sales materials and data, technical advice or knowledge, pricing, product specifications, distribution methods, inventories, marketing strategies, algorithms or any other information expressly marked as "Confidential" disclosed in writing, orally, or in any tangible or intangible form to a party, its parent, subsidiaries or affiliates ("Receiving Party") by or on behalf of the other Party, its parent, subsidiaries or affiliates ("Disclosing Party").
- 15.2. Confidential information does not include information which at the time of disclosure or thereafter (i) was already known to a party prior to disclosure by the other party, as can be

STANDARD TERMS AND CONDITIONS OF SALE

reasonably demonstrated; (ii) is rightfully obtained by a party from a third party; (iii) is made available by the Disclosing Party to the public without restrictions; (iv) is disclosed by a party with prior written permission of the other party; (v) is independently developed or learned by the Receiving Party through legitimate means; or (vi) is disclosed by the Disclosing Party to a third party without a duty of confidentiality on the third party; or (vii) is required to be disclosed pursuant to applicable law, regulation, rule or legal process.

15.3. Each Party shall use the Confidential Information solely in connection with the performance of its obligations under the Order and not disclose the Confidential Information to any third Parties.

15.4. Upon full performance, expiration, or termination of the Order, or upon the written request of the Disclosing Party, the Receiving Party shall return all copies of Confidential Information in its possession. Notwithstanding the foregoing, the Receiving Party will not be required to erase any Confidential Information that is in an archived computer backup system and may retain copies of the Confidential Information in order to comply with applicable law or regulation, or in accordance with security or disaster recovery information archival procedures.

16. COMPLIANCE WITH LAWS

The Parties shall comply with all applicable laws, regulations, and ordinances. The Parties shall maintain in effect all the licenses, permissions, authorizations, consents, and permits necessary to carry out their obligations under the Order.

17. COMPLIANCE WITH EXPORT CONTROL LAWS

17.1. The Parties shall comply with all applicable import and export control laws and regulations including, without limitation, the United States Export Administration Regulation (“**EAR**”), the United States International Traffic in Arms Regulations (“**ITAR**”), the United States Office of Foreign Assets Control Regulations, the United States Foreign Trade Regulations, European Union and country-specific import and export regulations including EU and/or country-specific sanctions regimes, and other applicable laws and regulations and will not export or re-export any technical data or Products received under the Order unless in compliance with such laws and regulations.

17.2. Where Buyer holds the design authority for a Product or otherwise possesses the relevant export classification for a Product, Buyer shall provide Seller with the relevant export classification data, such as, inter alia, classification numbers according to EU and/or country specific Military Lists, classification numbers according to Annex 1 of Regulation (EU) 2021/821 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items (European Dual Use Regulation), Export Control Classification Number (“**ECCN**”), Harmonized Tariff Schedule (“**HTS**”) code or ITAR classification, as applicable. At Seller’s request, Buyer shall complete all questionnaires

STANDARD TERMS AND CONDITIONS OF SALE

and forms requested by Seller to facilitate the exports of Products in accordance with all applicable laws and regulations.

- 17.3. Seller will deliver Products cleared for export, but Seller will not be liable to Buyer for any failure to provide Products, services, transfers or technical data as a result of government actions that impact Seller's ability to perform, including, but not limited to (i) any governmental failure to provide, or the cancellation of, export or re-export licenses; (ii) any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any Order or commitment that has a material adverse effect on Seller's performance; or (iii) delays due to Buyer's failure to follow applicable import, export, transfer, or re-export laws and regulations or to assist Seller in acquiring same. Buyer shall not be relieved of its payment obligations if any of the above events occur.
- 17.4. If Buyer designates the freight forwarder for export shipments from the United States or any other country (whichever applicable) then, unless otherwise indicated by Seller, Buyer's freight forwarder will export the Products on behalf of Buyer and Buyer will be responsible for any failure of its freight forwarder.

18. DATA PROTECTION

- 18.1. **Security Measures.** Buyer and Seller shall implement and maintain commercially reasonable physical and cybersecurity safeguards and security mechanisms to protect the confidentiality and integrity of the other Party's non-public data and the systems that house or handle such data.
- 18.2. **Notification of Security Incidents.** Either Party will immediately notify the affected Party of:
- a) Any unauthorized possession, unauthorized disclosure, or unauthorized use of, loss, or any other potential corruption, compromise, or destruction of any of the affected Party's non- public data, or the systems that house or handle that data;
 - b) The effect or potential effect of such use or possession; and
 - c) The corrective action taken in response thereto.
- 18.3. **Remediation and Costs.** The Parties shall cooperate in good faith to investigate the incident and implement appropriate remedial measures. To the extent required by applicable laws or regulations, each Party shall bear its own costs in complying with breach notification or remediation obligations, unless the breach resulted from the responsible Party's failure to implement commercially reasonable safeguards—in which case the responsible Party shall bear reasonable costs incurred by the affected Party.

19. ASSIGNMENT

Buyer shall not assign or transfer any of its rights or obligations under the Order to another person, firm or corporation without the express prior written consent of Seller, which consent will not be unreasonably withheld. Any purported assignment without such express prior written consent will be void.

STANDARD TERMS AND CONDITIONS OF SALE

20. GOVERNING LAW

Both Parties agree that, irrespective of the place of performance of the Order, the Order will be construed and interpreted according to the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Order.

21. JURISDICTION

- 21.1. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Delaware (and to the federal courts of United States located in the State of Delaware, for any matters within their jurisdiction) for all matters arising out of or in connection with the Order.
- 21.2. Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO AN ORDER.
- 21.3. In no event shall either Party commence any litigation arising out of or related to the Order more than one (1) year after the cause of action has accrued.

22. MISCELLANEOUS

- 22.1. **Entire Agreement.** The Order contains the entire understanding between the Parties and supersedes all prior communications, agreements and understandings.
- 22.2. **Remedies.** The rights and remedies set forth in the Order are cumulative and in addition to any other or further rights and remedies available at law or in equity. Seller shall be entitled to recover from Buyer costs (including reasonable attorneys' fees) incurred in enforcing the terms of the Order, and any rights or remedies that Seller may have thereunder, at law or in equity.
- 22.3. **Partial Invalidity.** If any provision of the Order is held to be void or unenforceable by a court of competent jurisdiction, all other provisions of the Order shall remain valid and enforceable.
- 22.4. **Non-Waiver.** A Party's failure at any time to enforce any provision of the Order shall not constitute a waiver of such provision or prejudice a Party's right to enforce such provision at any subsequent time. Any waiver of any provision of the Order may only be effectuated in writing.
- 22.5. **Headings.** The descriptive headings contained in the Order are for convenience of reference only, and in no way define, limit or describe the scope or intent of the Order.

STANDARD TERMS AND CONDITIONS OF SALE

FAR AND DFARS FLOW DOWN

Where the Order references or supports a contract or subcontract with the U.S. Government, the Parties acknowledge that certain provisions of the Federal Acquisition Regulation ("FAR") and/or Defense Federal Acquisition Regulation Supplement ("DFARS") may apply. If a U.S. Government contract is referenced on the face of the Order, to the extent that Seller is only providing Products and/or Services that qualify as "commercial items" within the meaning of 48 C.F.R. ("FAR") 2.101, Seller and Buyer agree that, consistent with FAR 44.403, FAR 52.244-6(c), and/or DFARS 252.244-7000, the following federal procurement regulations in effect on the date the Order was issued are incorporated into such Order by reference:

FAR Clauses:

- FAR 52.203-13, Contractor Code of Business Ethics and Conduct.
- FAR 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.
- FAR 52.204-21, Basic Safeguarding of Covered Contractor Information Systems.
- FAR 52-204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.
- FAR 52.219-8, Utilization of Small Business Concerns.
- FAR 52.222-21, Prohibition of Segregated Facilities.
- FAR 52.222-26, Equal Opportunity.
- FAR 52.222-35, Equal Opportunity for Veterans.
- FAR 52.222-36, Equal Opportunity for Workers with Disabilities.
- FAR 52.222-37, Employment Reports on Veterans.
- FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act.
- FAR 52.222-50, Combating Trafficking in Persons.
- FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements.
- FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements.
- FAR 52.222-54, Employment Eligibility Verification.
- FAR 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026.
- FAR 52.225-1, Buy American Act – Supplies
- FAR 52.225-2, Buy American Act Certificate
- FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors.
- FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

STANDARD TERMS AND CONDITIONS OF SALE

DFAR Clauses:

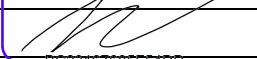
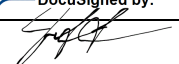
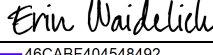

- DFAR 252.225-7007, Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies.
- DFAR 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals.
- DFAR 252.225-7052, Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.
- DFAR 252.227-7015, Technical Data - Commercial Products and Commercial Services.
- DFAR 252.227- 7037, Validation of Restrictive Markings on Technical Data.
- DFAR 252.236-7013, Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers.
- DFAR 252.246-7003, Notification of Potential Safety Issues.
- DFAR 252.247-7023, Transportation of Supplies by Sea.

For purposes of applying these clauses:

- a) The term “Contractor” shall be interpreted to mean Seller.
- b) The term “Contracting Officer” shall be interpreted to mean Buyer.
- c) The term “Government” shall mean Buyer, except where the context clearly requires direct applicability to the U.S. Government.

Seller shall comply with the obligations imposed by these clauses only to the extent applicable based on the nature of the Products and/or Services provided, and only when explicitly required by the referenced U.S. Government contract.

Seller shall flow down applicable provisions to its subcontractors and suppliers only where required under the relevant FAR or DFARS provision. Any additional flow-downs not mandated by regulation must be agreed to in writing between the Parties. Buyer represents and warrants that it shall not impose any FAR or DFARS clause that is inapplicable, duplicative, or inconsistent with Seller’s status as a supplier of commercial products or services.

Approved By	Authority	Signed by: Signatures
Matthew Lacki	President	 BC23167689F54DD...
Jason Lewis	Chief Operating Officer	 F108604289B547E... Signed by:
Yael Bitton	VP, General Counsel	Yael Bitton 1FC85B808C314C3... Signed by:
Bjoern Anders	Group Managing Director	Bjoern Anders 67FF211BFD25496... Signed by:
Erin Waidelich	VP, Sales	 46CABF404548492...
Cody Ho	Group Managing Director	 BF10D90B51764BC...