

**DAVIS AIRCRAFT PRODUCTS COMPANY, Inc.**  
**STANDARD CONDITIONS OF SALE**

THE FOLLOWING TERMS AND CONDITIONS, TOGETHER WITH ANY OTHER TERMS AND CONDITIONS SPECIFICALLY AGREED TO IN WRITING BY SELLER SHALL APPLY TO ALL ORDERS AND SALES OF PRODUCTS ("Products") OR SERVICES ("Services") (AS USED HEREIN, THE TERM SERVICES INCLUDES ALL DATA AND INFORMATION OF ANY TYPE) TO BUYER. ANY ACCEPTANCE OF ANY OFFER OF BUYER FOR ANY PRODUCTS OR SERVICES IS CONDITIONED UPON THESE TERMS AND CONDITIONS. TERMS & CONDITIONS SET FORTH HEREIN TAKE PRECEDENCE OVER ANY CUSTOMER IMPOSED GENERAL TERMS & CONDITIONS AND/OR REQUIREMENTS AND SPECIFICATIONS IMPOSED BY CITED DOCUMENTS OR INFERRED REFERENCE. ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY BUYER IN ANY DOCUMENT ARE OBJECTED TO AND SHALL NOT BE BINDING UPON SELLER UNLESS SPECIFICALLY AGREED TO IN WRITING BY SELLER IN ACCORDANCE WITH ARTICLE XIV HEREIN.

**I. PRICES**

Prices include the cost of Seller's usual factory tests, inspection, and packing in accordance with the standards of Seller in effect at the time of Buyer's order ("Order"). Seller shall have the right to change prices in the event of any alteration in specifications, quantities or delivery schedules.

All prices are subject to change without notice in the event of any changes in cost of materials or labor, specifications, quantities, delivery schedules, customs duties, other factors beyond Seller's control, or in the event of delays caused by instructions of the Buyer, or failure of the Buyer to give Seller adequate information. Prices do not include taxes, including but not limited to Value Added Tax (VAT), or governmental charges.

**II. DELIVERY, ACCEPTANCE TITLE and RISK OF LOSS**

A. Delivery dates are approximate and are dependent on (1) prompt receipt by Seller of all information necessary to permit Seller to proceed with work (the "Work") in connection with the Products or Services immediately and without interruption, (2) Buyer's compliance with the payment terms, (3) timely submission of such evidence as Seller may request that any required Export or Import License has been issued and is in effect.

B. Seller may deliver all or any part of the Products or Services as early as thirty (30) days in advance of the agreed delivery schedule.

C. Except as indicated in Article II (D) below, the point of delivery shall be "Ex Works" designated by Seller as defined in "Incoterms 2020." Partial deliveries shall be permitted. Upon delivery, title to Products and all risk of loss or damage thereto shall pass to Buyer. By accepting products at Seller's warehouse dock, Buyer agrees that they are free of defects, which a reasonably careful inspection would disclose. End items and/or spare parts

shall be packed and packaged in accordance with reasonable commercial practice for one-way shipment by air and/or surface transportation.

D. If any part of the Products cannot be shipped when ready due to any cause referred to in Article XII, Excusable Delays, Seller may place such Products in storage (which may be at the place of manufacture). In such event, (1) Seller shall notify Buyer of the placement of any Products in storage, (2) promptly upon submission of Seller's invoices Buyer shall reimburse Seller for all expenses incurred by Seller such as preparation for and placement into storage, handling, storage, inspection, preservation and insurance and (3) when conditions permit and upon payment of all amounts due hereunder, Seller shall assist and cooperate with Buyer in any reasonable manner with respect to the removal of any Products which have been placed in storage.

E. Provided Seller is the design authority, Orders placed, and Products delivered hereunder shall be identified and sold under Seller's part number and pursuant to Seller's drawing, technical specification, and quality standards. All Products ordered hereunder shall be subject to final inspection and to acceptance by Buyer within thirty (30) days after delivery to Buyer. Standards and specifications may permit process inherent flaws and conditions that may be cosmetically objectionable. If the products ordered hereunder do not meet the specifications or otherwise do not conform to the requirements of this purchase order, Buyer shall have the right to reject such non-conforming products by providing Seller written notice of non-conformance within thirty (30) days after delivery. Items customer reported as a defect or as a nonconformance rejected based on appearance or cosmetically without specification support will not be honored as valid cause for Non-conformance rejection. To the extent that any product is not rejected in writing within thirty (30) days after delivery, such product shall be deemed accepted hereunder. Any such acceptance or deemed acceptance resulting from Buyer's failure to provide written notice of rejection within thirty (30) days

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after delivery shall be definitive and final in all cases, absent fraud.

F. No products may be returned without Seller's permission in writing. After receiving factory authorization, material requiring repair or replacement should be sent prepaid to the factory, in accordance with Seller's RMA return procedure. In the event Buyer returns any Product without obtaining a Seller RMA, then Buyer shall, at its sole option either refuse the return and ship the Product back to Buyer or if Seller accepts the return the Buyer agrees to be charged and agrees to pay a return assessment charge of \$1,250 per item.

G. Buyer may request modification of the Order delivery date, which modification shall be expressly subject to Seller acceptance and may result in a unit price change or and administrative schedule change charge.

**III. PAYMENT**

A. Unless otherwise specified by the Seller, the term of payment for all Products or Services delivered to Buyer shall be Net Thirty (30) Days from date of Seller's invoice, except for export shipments, per Article III. B. below, and shall be in accordance with instructions set forth in the invoice. Buyer shall pay the full purchase price for the Products or Services without any set-offs or deductions.

B. With regard to shipments exported out of the United States ("U.S."), unless otherwise specified, payment shall be made in U.S. dollars in one of the following ways, as set forth in Seller's quotation.

1. By a payment made simultaneously with the placement of an Order, or.

2. By a check or telegraphic bank transfer within thirty (30) days of delivery, per Article IIC above,

C. If Buyer fails to fulfill any condition of the payment terms as specified in Articles III A. and III B. above, such failure shall be deemed a Material Breach and Seller may suspend performance and any costs incurred by Seller as a result thereof shall be payable by Buyer. Seller shall be entitled to an extension of time for performance of its obligations equaling the period of Buyer's non-fulfillment, whether or not Seller elects to suspend performance. If such nonfulfillment is not rectified by Buyer promptly upon notice thereof, Seller may cancel performance and Buyer shall pay Seller its cancellation charges upon submission of Seller's invoices. Buyer liable to pay interest upon the total sums outstanding calculated at the rate of 4% above US Prime Interest rate from time to time in force calculated from the date of delivery, such interest accruing on a daily basis and being

payable on demand. Time for payment is of the essence of the contract.

D. If the financial condition of the Buyer at any time does not, in the judgement of the Seller, justify continuance of the Work on the terms of payment agreed upon, the Seller may require full or partial payment in advance or shall be entitled to cancel any Order then outstanding and shall receive reimbursement for its reasonable cancellation charges. In the event of bankruptcy or insolvency of the Buyer or in the event any proceeding is brought against the Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Seller shall be entitled to, at its option and sole discretion, (i) declare all outstanding invoices immediately due and payable; (ii) suspend or cancel further shipment or other performance; (iii) require prepayment for future shipments or performance; (iii) foreclose or otherwise repossess any Products subject to Seller's purchase money security interest hereunder; (iv) revoke any credit extended to Buyer or otherwise modify the terms of payment; or (v) set-off any sums received from Buyer against Buyer's unpaid obligations. In addition, in any action based upon Buyer's breach, Seller shall have the right to recover its costs reasonably incurred in connection with the breach, including but not limited to storage and handling charges. The rights of the Seller under this Article III D. shall be cumulative and in addition to all rights available to the Seller at law or in equity.

**E. TO SECURE BUYER'S OBLIGATIONS IN CONNECTION WITH ITS PURCHASES, SELLER RESERVES AND BUYER GRANTS TO SELLER A CONTINUING LIEN ON AND FIRST PRIORITY PURCHASE MONEY SECURITY INTEREST IN PRODUCTS OR SERVICES DELIVERED HEREUNDER, AS WELL AS ANY PROCEEDS, FOR THE PURPOSE OF SECURING THE BALANCE OF THE PURCHASE PRICE DUE HEREUNDER AND ALL OTHER PROMISES AND OBLIGATIONS OF BUYER TO SELLER ARISING HEREUNDER. IF BUYER FAILS TO PAY THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES WHEN DUE OR DEFAULTS IN THE PERFORMANCE OF ANY OTHER PROMISE OR OBLIGATION HEREUNDER, SELLER SHALL HAVE ALL OF THE RIGHTS AND REMEDIES OF A SECURED PARTY UPON DEFAULT UNDER THE UNIFORM COMMERCIAL CODE. BUYER AUTHORIZES AND EMPOWERS SELLER TO EXECUTE ON BUYER'S BEHALF AND TO FILE SUCH FINANCING STATEMENTS AS SELLER DEEMS APPROPRIATE TO PERFECT ITS SECURITY INTEREST, AND TO NOTIFY BUYER'S CREDITORS OF SELLER'S SECURITY INTEREST. THE FOREGOING IS WITHOUT LIMITATION TO OR WAIVER OF ANY OTHER RIGHTS OR REMEDIES OF SELLER ACCORDING TO LAW.**

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**FIFTEEN (15) DAYS SHALL CONSTITUTE REASONABLE NOTICE FOR THE EXERCISE OF ANY RIGHT IN THE EVENT THAT APPLICABLE LAW REQUIRES SUCH NOTICE. WHEN ALL OF THE BUYER'S PROMISES AND OBLIGATIONS HAVE BEEN FULLY PAID AND SATISFIED, SELLER'S SECURITY INTEREST SHALL TERMINATE.**

**IV. VARIATIONS IN QUANTITY AND MINIMUM ORDER VALUE**

A. In respect to any Products which have a unit selling price of \$100.00 or less, Buyer shall accept delivery of quantities greater or smaller than the quantity specified in Buyer's individual Order, provided that any such variation shall not exceed five percent (5%) of the quantity originally specified, or two (2) units, whichever is greater. Seller shall not be required to give notice of any such variations, other than in the applicable shipping notice and invoice.

B. All Orders placed with Seller are subject to a minimum Order charge of \$2,500.

**V. MODIFICATIONS AND CHANGES**

Seller reserves the option to make improvements or modifications to the Products which do not affect form, fit, or function and shall deliver Products to the latest configuration part number at the time of delivery.

**VI. SALES AND SIMILAR TAXES**

A. The Seller's prices shall not include sales, use, excise, turnover, value-added or other similar taxes of U.S. taxing authorities. Consequently, in addition to the price, the amount of any present or future sales, use, excise, turnover, value-added or other similar tax applicable to the sale or use of the Products or Services hereunder shall be paid by the Buyer, or in lieu thereof the Buyer shall provide the Seller with a tax-exemption certificate or evidence of export acceptable to the taxing authorities.

B. Any taxes (including income, stamp and turnover taxes), duties, fees, charges, or assessments of any nature levied by any governmental authority, other than that of the U.S., in connection with this transaction, whether levied against Buyer, against Seller, or its employees or against any of Seller's subcontractors or their employees, or otherwise, shall be for Buyer's account and shall be paid directly by Buyer to the governmental authority concerned. If Seller is required by law or otherwise to pay any such levy or fines, penalties, or assessments in the first instance, or as a result of Buyer's failure to comply with any applicable laws or regulations governing the payment of such levies by Buyer, the

amount of any payments so made by Seller shall be reimbursed by Buyer to Seller upon submission of Seller's invoices.

**VII. EXPORT SHIPMENT**

A. As a service to Buyer, Seller, upon Buyer's request and Seller's written agreement, shall arrange for export shipment on behalf of Buyer. Buyer shall pay Seller for all fees and expenses including but not limited to those covering preparation of consular documents, freight, storage, and warehouse to warehouse (including war risk) insurance upon submission of Seller's invoices. Seller shall comply with any reasonable instructions of Buyer or, in the absence thereof, shall act according to its best judgment, but, in any event, said performance shall be without liability to Seller on any claim, including claims of negligence, asserted by the Buyer against the Seller, notwithstanding Article X hereof.

B. In performance of the Order Seller has agreed to perform Export Administration services as a part of the Order and shall be responsible for the timely obtaining of any required authorization such as an Export License, Import License, Exchange Permit, or any other governmental authorization. Buyer and Seller shall assist each other in every manner reasonably possible in securing such authorizations as may be required. If any authorization is delayed, denied, revoked, restricted or not renewed, Seller shall not be liable for the same, and Buyer shall not be relieved of its obligations to pay Seller for its Products or Services.

C. All sales hereunder shall at all times be subject to the current export control laws and regulations of the U.S. Government and any amendments thereof. Buyer shall not make any disposition, by way of transshipment, re-export, diversion or otherwise, except as said laws and regulations may expressly permit, of U.S. origin goods purchased from Seller, other than in and to the ultimate country of destination specified on the Order, or declared as the country of ultimate destination on Seller's invoices.

D. Buyer warrants that it shall not violate or cause the Seller to violate the U.S. Foreign Corrupt Practices Act of 1977 (FCPA), as amended, the United Kingdom Bribery Act (UKBA) of 2010, as amended, or their respective implementing regulations in connection with Buyer's sale or distribution of the Products and/or Services, and that Buyer does not know or have reason to believe that any consultant, agent, representative or other person retained by Buyer in connection with the sale and/or distribution of Products/Services has violated, nor caused Seller to violate the FPCA and/or the UKBA.

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**VIII. WARRANTIES**

A. Seller warrants that Products manufactured by Seller, including such parts manufactured by others as are integral therewith, when delivered shall be free from defects in material and workmanship. Seller's obligations under the aforesaid warranty shall be limited exclusively to repairing or replacing at Seller's sole option, any part of the Products which, if properly installed, used and maintained, proved to have been defective in material or workmanship within three (3) months from the date of shipment, provided that Buyer gives Seller prompt written notice of any defect and satisfactory written proof thereof. Seller warrants that Services performed shall be performed in a professional manner. Seller shall correct any Services not performed in a professional manner provided Buyer provides prompt written notice of such defect, and satisfactory written proof thereof within three (3) months of the date of performance of such Services. The warranties of the Seller shall run only to the Buyer and not to any third-party beneficiaries.

B. Seller's obligations under Article VIII A. shall not apply to any Products which (1) are normally consumed in operation; (2) have been subject to misuse or damage; (3) have not been maintained in accordance with Sellers operating and maintenance procedures; or (4) have a normal life inherently shorter than the warranty period stated therein. With respect to such Products, the warranty, if any, shall be the Seller's warranty specifically applicable to such Products. With respect to any Products not manufactured by Seller (except for the integral parts referred to in Article VIII A.) only the warranty, if any, given by the manufacturer thereof shall apply.

C. THIS ARTICLE VIII AND ARTICLE X BELOW SET FORTH THE EXCLUSIVE REMEDIES AND OBLIGATIONS FOR CLAIMS BASED UPON DEFECTS IN OR NON-CONFORMITY OF THE PRODUCTS OR SERVICES, WHETHER THE CLAIM IS IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE OR STRICT LIABILITY) OR OTHERWISE. EXCEPT AS SET FORTH IN ARTICLE IX WITH REGARD TO PATENTS, THE FOREGOING WARRANTIES SHALL BE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.

**IX. PATENTS**

A. If Buyer receives a claim that any Products or Services or part thereof manufactured by Seller infringes a U.S. patent, Buyer shall notify Seller promptly in writing and give Seller information, assistance, and exclusive authority to evaluate, defend and settle such claim. Seller

shall then, at its own expense and option, (i) settle such claim, (ii) procure for Buyer the right to use such Products or Services, (iii) replace or modify the Products or Services to avoid infringement, (iv) remove the Products and refund the purchase price of the Products or Services (including transportation costs) less a reasonable amount for depreciation, or (v) defend against such claim. Provided such timely notice has been given by Buyer, should any court of competent jurisdiction hold such Products or Services to constitute infringement, Seller shall pay any costs and damages finally awarded on account of such infringement and if the use of such Products or performance of such Services is enjoined, Seller shall take at its option one or more of the actions under (ii), (iii), or (iv) above. With respect to any Products not manufactured by Seller, the patent indemnity given by the manufacturer thereof shall apply.

Seller does hereby affirm that the one or more of the Products provided to Buyer are subject to and controlled by Seller US Patent protections. Buyer shall hold no rights to provide Seller Proprietary data to any third party or to in any way seek to have Seller parts manufactured by third parties.

B. If the Buyer furnishes raw material, specifications or designs to Seller, the obligations of Seller set forth in Article IX A. shall not apply to Products or Services or parts thereof manufactured or conducted by Seller to Buyer's specifications or designs. If Buyer provided its own material to be used on its Order, Buyer shall be obligated to provide all requisite original manufacturer material certifications to Seller. Buyer shall defend, indemnify and hold Seller harmless against any third-party claims for infringement which arise out of Seller's use of specifications or designs supplied by Buyer.

**C. THE PATENT WARRANTY OBLIGATIONS RECITED ABOVE SHALL BE IN LIEU OF ALL OTHER PATENT WARRANTIES WHATSOEVER, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED OR STATUTORY.**

**X. LIMITATION OF LIABILITY**

A. The total liability of Seller (including its affiliated companies and subcontractors) on any claim whether in contract, tort (including negligence of any degree and strict liability) or otherwise arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement or use, as applicable, of any Products or Services shall not exceed the price allocable to the Products or Services or part thereof which gives rise to the claim, except in the case of patent

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infringement, in which case the provisions of Article IX shall apply.

**B. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE OF ANY DEGREE, STRICT LIABILITY OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, ITS AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE PRODUCTS OR SERVICES, OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYER'S CUSTOMERS FOR DAMAGES OR FOR ANY SPECIAL PROXIMATE, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES.** If Buyer transfers title to, or leases the Products sold hereunder to, or otherwise permits or suffers use by any third party, Buyer shall obtain from such third party a provision affording Seller and its affiliates, subcontractors and suppliers the protection of the preceding sentence.

C. If Seller furnishes Buyer with advice or other assistance which concerns any Products or Services supplied hereunder or any system or equipment in which any such Products may be installed, the furnishing of such advice or assistance shall not subject Seller to any liability whether in contract, warranty, tort (including negligence, strict liability, or patent infringement) or otherwise.

**XI. RESERVED**

**XII. EXCUSABLE DELAYS**

A. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to (i) causes beyond Seller's reasonable control, (ii) acts of God, acts or failure to act of any governmental authority (de jure or de facto), wars (declared or undeclared), terrorism, governmental priorities, port congestion, riots, revolutions, direct or indirect strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics, pandemics, or (iii) inability to timely obtain either necessary and proper labor, materials, components, facilities, energy, fuel, transportation, governmental authorizations or instructions, material or information required from Buyer. The foregoing shall apply even though any of such causes exists at the time of the Order, or occurs after Seller's performance of its obligations is delayed for other causes.

B. Seller shall notify Buyer of any delay or failure excused by this Article XII and shall specify the revised delivery date as soon as practicable. In the event of such

delay, subject to Article XII C. below, there shall be no termination, and the time of delivery of performance shall be extended for a period equal to the time lost by Seller by reason of the delay.

C. If delay excused by this Article XII extends for more than ninety (90) days and the Seller and Buyer have not agreed upon a revised basis for continuing the Work at the end of the delay, including adjustment of the price, then either Seller or Buyer (except where delay is caused by Buyer, in which event only Seller) upon thirty (30) days' notice may terminate the Order with respect to the unexecuted portion of the Work, whereupon Buyer shall promptly pay Seller its reasonable termination charges upon submission of Seller's invoices thereof.

D. Buyer with Seller's prior approval, may suspend Seller's performance, except where the Products or Services have been released from manufacture or performance. During such suspension, Buyer shall compensate Seller for all costs resulting from such suspension and all affected contract terms, including the price and delivery shall be equitably adjusted when the suspension is removed.

**XIII. PROPRIETARY INFORMATION**

Proprietary information, including drawings, documents, technical data, reports, software, designs, inventions and other technical information supplied by Seller in connection herewith (hereinafter called "Data"), shall remain Seller's sole property and shall be held in confidence by Buyer. Such Data shall not be reproduced, used or disclosed to others by Buyer without Seller's prior written consent. Upon completion of the Work, Buyer shall promptly return all Data to Seller together with all copies or reprints thereof then in Buyer's possession or control, and Buyer shall thereafter make no future use, either directly or indirectly, of any Data or any information derived there from without Seller's prior written consent. The foregoing shall in no way obligate Seller to provide or supply any Data in connection with the Products or Services provided hereunder.

**XIV. GENERAL**

A. The rights and obligations of the Buyer and Seller hereunder shall be governed in all respects by the law of the State of New York, without giving effect to the principles of conflict of law. The exclusive forum for adjudication of any disputes between the Buyer and Seller shall be the federal or state courts of the Eastern District of New York, and both Buyer and Seller hereby consent to personal jurisdiction and venue in such courts in any such adjudication. Seller hereby expressly objects to any provision of any Order or proposal by Buyer that would

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purport to require disputes to be resolved through arbitration.

B. These Standard Conditions of Sale, together with any other terms and conditions specifically agreed to in writing by Seller, constitute the entire, integrated agreement between Buyer and Seller and supersede any prior or contemporaneous representations, agreements, proposals, warranties or understandings, oral or written, express or implied. Unless referenced herein or specifically agreed to in writing, any course of dealing or trade usage is not binding on Seller.

D. No waiver, modification, amendment, rescission or other change to these Standard Conditions of Sale shall be binding unless specifically agreed to in writing by an authorized representative of Seller.

E. All quotations of Seller are subject to change at any time prior to acceptance by the Buyer and expire at the end of the validity period stipulated in such quotation, or thirty (30) days from the date thereof, whichever is later.

F. The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's express prior written consent shall be void.

G. The invalidity, in whole or in part, of any Article hereof shall not affect the validity of the remainder of such Article or any agreement resulting therefrom. The failure of Seller to assert any right at any time under these Standard Conditions of Sale or any applicable written Order shall not prevent Seller's subsequent assertion of the same or different rights.

H. Seller shall not comply with any law, regulation or requirement which would subject Seller to criminal or civil penalties or loss of tax benefits under any federal, state, or local law or regulation of the U.S, and the furnishing of any quotation or acknowledgement of any Order does not constitute the furnishing of or an agreement to furnish any information which would subject Seller to any of the above mentioned penalties or loss of tax benefits. Seller shall not comply with any other law, regulation or requirement which would increase Seller's costs, unless there is an appropriate adjustment in price.

I. As used herein, the term "Seller" shall mean Rotron Incorporated.

J. Any data or information received from Buyer, regardless of form, shall be considered nonproprietary data or information, unless the Seller and Buyer have specifically negotiated a non-disclosure agreement which applies to such data or information.

K. Seller's charges for dies, molds, patterns and the like represent the Buyer's proportionate cost thereof, it

being expressly understood that they remain the property of Seller. Modifications made to dies, molds, patterns and the like in order to manufacture Products shall be at the discretion of Seller.

THE FOLLOWING TERMS APPLY ONLY TO ORDERS INVOLVING PRODUCTS OR SERVICES FOR MILITARY APPLICATION.

**XV. INSPECTION AND TEST**

A. All quality control exercised in the manufacture of the Products shall be in accordance with Seller's normal quality control procedures and practices. Buyer may arrange, at its expense, through its cognizant government agency to the U.S. Government Department of Defense for Quality Assurance Services to be performed by the appropriate Defense Contract Administration Services Office (DCASO) at the Seller's manufacturing facility. All inspection and tests shall be performed in such a manner as not to delay the Work. Acceptance by the DCASO shall be conclusive, except in the case of fraud, or such mistakes as amount to fraud.

B. Only Federal Acquisition Regulation ("FAR") supplement clauses expressly accepted in writing by Seller shall be included or incorporated by reference herein. Seller shall not be bound by and makes no representation of compliance with any FAR or FAR supplement clauses that Seller shall not have expressly accepted in writing.

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