

ACKNOWLEDGEMENT AND ACCEPTANCE:

THE PURCHASE ORDER SHALL ONLY BECOME EFFECTIVE WHEN IT IS ACCEPTED BY SELLER BY PROPERLY SIGNING IN THE SPACE PROVIDED ON THE OPPOSITE SIDE OF THIS FORM AND RETURNING A COPY TO THE BUYER; OR WHEN THE SELLER SHIPS THE ORDER OR ANY PART THEREOF. ACCEPTANCE IS LIMITED TO THE TERMS AND CONDITIONS OF THIS ORDER AND WAIVER, MODIFICATION, OR ADDITIONS TO THE TERMS OF THIS ORDER SHALL BE INVALID UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BUYER. FURTHER, NO CHANGE OR MODIFICATION OF THIS ORDER SHALL BE ALLOWED AFTER ITS ACCEPTANCE BY SELLER, UNLESS AUTHORIZED BY A CHANGE OF ORDER SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BUYER. THE SUPPLIER AGREES TO COMPLY WITH THE PROVISIONS OF 29 CFR PART 470 AND FAR CLAUSE 52.219.8 (UTILIZATION OF SMALL BUSINESS CONCERNS).

INVOICING: Seller will deliver a signed original invoice and two copies to Buyer for Each Purchase or for Each Shipment (if more than one shipment made on this order and if the shipment completes the order, the following notation must appear "This Shipment Completes Order", combined with a reference to the purchase order number displayed on the opposite side of this document). The invoice, bill of lading, and shipping memorandum will be dated as of the date of actual shipment and the cash discount period, if any, will date from the actual receipt of acceptable goods at destination or the actual date of receipt of invoice in the Buyer's office, whichever is later, and not from the date of invoice. The Parties agree that invoices submitted more than twelve (12) months after supplying services or goods shall be deemed barred, time expired and unenforceable. (Advisory)

PRICE: If this order is not priced, it shall be billed at prices not higher than last quoted or charged to Buyer, unless such increased price has been authorized in writing by Buyer. The price included will state all taxes and charges except state or local sales and use taxes or similar taxes which the Seller is required, by law, to collect from Buyer. Such taxes, if any, shall be separately stated in Seller's Invoice and paid by Buyer unless an exemption is available. Seller will not charge Buyer for boxing, packing, crating, hauling, storage, or transportation to point of delivery unless previously agreed to, in writing, by Buyer. Seller agrees that any price reduction made with respect to the articles covered by this order subsequent to its placement, but prior to payment, will be applicable to this order. Seller shall comply with shipping instructions specified on the reverse side hereof.

CONFIRMING PURCHASE ORDERS: Orders remarked as, "Confirming Orders", have already been placed and should not be duplicated. If duplication does occur, the Buyer reserves the right to reject all such duplication.

CANCELLATION: If the Seller refuses or fails to provide any service to make deliveries of the articles within the time specified in this order, or any extension thereof Buyer may terminate the right of the Seller to provide any service or to deliver the articles, except when delay of Seller is due to unforeseeable causes beyond the control and without the fault or negligence of the Seller including, but not restricted to acts of God, acts of Government, riots, flood, epidemic, quarantine restrictions, strikes, and freight embargoes, but not including delays caused by subcontractors or suppliers provided that Seller shall have, within 10 days from the beginning of such delay notified Buyer in writing of the causes of the delay and provided further that if any delay such delay exceeds sixty (60) days, Buyer may terminate the right of the Seller to deliver the articles.

TERMINATION: If either party ("The Defaulting Party") becomes insolvent: if the other party ("The Insecure Party") has evidence that the Defaulting Party is not paying its bills when due without just cause, if a receiver of the Defaulting Party's assets is appointed, if the Defaulting Party takes any step leading to its cessation as a going concern, or if the Defaulting Party either ceases or suspends operations for reason other than strike, then the Insecure Party may immediately terminate this order upon written notice to the Defaulting Party, unless the Defaulting Party immediately gives adequate assurance, satisfactory to the Insecure Party of the future performance of this order by the Defaulting Party. If bankruptcy proceedings are commenced with respect to the Defaulting Party and if this order has not been terminated, then the Insecure Party may suspend all further performance of this order until the Defaulting Party assumes or rejects this order pursuant to the Bankruptcy Code or any similar or successor provision. Any such suspension of further performance by the Insecure Party pending the Defaulting Party's assumption or rejection will not be a breach of this order agreement and will not affect the Insecure Party's right to pursue or enforce any of its rights under this order or otherwise, including Buyer's right to the articles or services from any other suppliers of Buyer's choice.

SPECIFICATION: Except as otherwise stated, all material or equipment for aircraft construction listed herein to which manufacturer, government, industry of Buyer's specifications are applicable, must comply with such specifications current as of the date of this order.

INSPECTION: All articles or services ordered hereunder will be subject to the final inspection and approval of the Buyer and any such article or service which does not comply with his order or which contains defective materials or workmanship may be rejected by Buyer, irrespective of date of payment thereof. Title to articles ordered will not pass to Buyer until Buyer inspects and accepts shipment. The Buyer may, at Buyer's option, hold any articles rejected for cause, for the Seller's instructions or return them to the Seller at the Seller's expense.

PATENT PROTECTION: Seller shall defend, indemnify, and hold harmless the Buyer, its officers, directors, employees, successors, assignees, and customers against proceedings of law, claims, suits, losses, damages, judgments, liens, costs, and any and all liability expenses arising out of or in conjunction with any claim that the use of articles or materials furnished by the Seller hereunder infringes upon any patent, copyright, trade secret, trademark, or other proprietary right. Buyer agrees to give the Seller notice of any such claim, suit, action, or demand of which the Buyer has received notice. Any design development during the manufacture of items becomes the property of the Buyer. No patent application is to be made by the Seller in connection with such design development without the written approval of Buyer. If any of the articles ordered herein purport to be protected by one or more patents or copyrights, and a decree or judgment be entered in a court of component jurisdiction holding invalid any such patents or copyrights or any of the protection which it purports to give, this order may forthwith be cancelled by Buyer.

WARRANTIES: The Seller warrants that the articles and service to be supplied hereunder are fit and sufficient for the purpose intended; that they are merchantable, of good quality and free from defects, whether patent or latent in material and workmanship, and will conform to the applicable specifications, instructions, drawings, data and samples. The Seller warrants that it has good title to all articles supplied and that they are free and clear from all liens and encumbrances. Such warranties, together with service warranties and guarantees shall be awarded to the Buyer, its officers, directors, employees, successors, assigns, and customers.