

F-740-009-A

Procurement Quality Clauses & Terms and Conditions

Santos Precision Inc. has created Procurement Quality Clauses SQ1 through SQ33, to better communicate with suppliers our quality needs under **AS9100 / ISO9001** quality system. All suppliers accepting a purchase order from Santos Precision Inc. have to comply with the following requirements of Procurement Quality Clause and Terms and Conditions listed in the document unless noted on purchase order. Supplier is responsible for verifying revision of F-740-009 at www.SantosPrecision.com

- The following supplemental supplier Procurement Quality Clauses & Terms and Conditions applies to this purchase order and can be found at www.santosPrecision.com
- Procurement Quality Clauses SQ1 through SQ15 applies to ALL purchase orders.
- Procurement Quality Clauses SQ16 though SQ33 apply when specified on purchase order.

Procurement Quality Clauses:

SQ1 – General Requirements

These requirements shall apply to Suppliers for purchased products or processing services furnished to Santos Precision Inc.

Supplied products or processes shall conform to the latest revision level of the applicable specification unless otherwise noted on the Purchasing documents.

Santos Precision Inc. reserves the right to make changes to the Purchase Order via an updated Purchase Order. The Supplier shall in a timely manner, notify Santos Precision Inc. in writing if, and by how much, the changes will affect price and delivery. If the pricing on the Purchase Order changes, the Supplier must contact Santos Precision Inc's Purchasing Department with the new price. Santos Precision Inc's Purchasing Department must agree to the price change in writing before work can be started.

The Supplier must immediately notify Santos Precision, Inc. Purchasing Department in writing of changes that could affect product quality, including, but not limited to significant changes in personnel, equipment, processes, and/or procedures. Where required, the Supplier must obtain Santos Precision Inc. approval.

SQ2 – Supplier Quality System

Suppliers shall maintain a Quality System which assures compliance with supplied documentation, including the Purchase Order, drawings, and specifications, and complies with ISO 9001:2000, AS9100, and/or Nadcap. Santos Precision, Inc. shall validate the supplier Quality System status by confirming the sustained certification approval, quality surveys, and/or on-site surveillance audits.

SQ3 - Quality Management Systems - Minimum Quality System Requirements

Suppliers who do not maintain a Quality System which is certified to AS9100 and / or ISO9001 are required to maintain documented procedures that address the following:

- 1. Identification and Traceability
- 2. Control of Nonconforming Material
- 3. Control of Customer Property
- 4. Process Control
- **5.** Measurement and Monitoring of Product
- 6. Control of Monitoring and Measuring Devices
- 7. Training
- 8. Preservation of Product
- 9. Control of Quality Records

SQ4 – Subcontracting without Written Approval

Subcontracting is not allowed without prior notification and a Santos Precision Inc. written approval. Suppliers shall flow-down to their sub-tier(s) the applicable requirements in their purchasing documents, including, where required, key characteristics. Flow-down information shall be maintained and considered proprietary in nature.

SQ5 - Supplier Performance

Santos Precision Inc. will be evaluating and recording the supplier's ability to meet contractual requirements, including conformance to specifications, on-time delivery, completion of documentation, and responsiveness to corrective actions. Santos Precision Inc. reserves the right, at our discretion, to approve and/or disapprove a supplier for lack of performance.

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SQ6 - Personnel and Training

Supplier shall ensure that the personnel involved in the manufacture and inspection of the materials or components are qualified to perform their tasks.

SQ7 – Foreign Object Damage (FOD)

Suppliers shall ensure that foreign objects are eliminated from parts prior to shipment. Suppliers shall maintain a FOD free environment during machining, manufacturing, assembly, processing, inspection, storage, packaging and shipment.

SQ8 - Inspection Sampling

Santos Precision, Inc. may select to sample inspect the product covered by this order. Santos Precision, Inc. will reject any lot on the first nonconformity detected (C=0). If sampling inspection is used as means of acceptance, the plan shall be statistically valid, and appropriate for use. The plan shall preclude the acceptance of known defectives in the lot.

SQ9 – MRB Authority

Supplier is expressly denied MRB authority. Material found out of specification must be documented and reported in writing to Santos Precision Inc.'s Quality Manager before any product can be delivered to Santos Precision Inc.

SQ10 - Calibration System

The supplier's Calibration System shall conform to the requirements of MIL-I-45662, ISO-10012-1, ANSI/NCSL Z540-1 or equivalent and is traceable to NIST. Calibration systems shall be subject to inspection and approval by Santos Precision Inc. Quality Department.

SQ11 – Nonconforming Material

Santos Precision Inc shall immediately be notified if a discrepancy is discovered, regardless of when the discrepancy was discovered, either during the processing of the product or after delivery.

Nonconforming material shall be reported to Santos Precision Inc's Quality Manager with a written nonconformance report before shipping product. Nonconforming material will be tagged and held until material disposition has been received from Santos Precision, Inc. Further corrective action may be required.

SQ12 - Quality Records

Suppliers shall maintain quality records of services provided, including traceability throughout all stages of manufacturing or processing. No Quality Records shall be destroyed without the written consent of Santos Precision Inc. Quality Assurance.

SQ13 - Handling, Packaging, and Delivery

Supplier shall handle and package product to preclude damage during processing. If material is received in a damaged condition it will be treated as nonconforming material. Supplier shall provide proper shipping methods to meet contracted delivery requirements. Supplier shall package product sufficiently to preclude damage from shipping.

SQ14 – Right of Entry

Santos Precision Inc. and/or Santos Precision Inc.'s customer or government representatives will have the right to survey facilities and review all processes, subcontractors, contracted parts, procedures and records.

SQ15 - Santos Precision, Inc. Supplied Document/Drawings

All engineering drawings provided by Santos Precision, Inc. are Santos Precision, Inc. property and must be returned with this order

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SQ16 - Special Processes

Processes such as, but not limited to, welding, heat treat, plating, painting, NDT testing, EDM, and cleaning shall be solely performed by Nadcap approved suppliers. Certifications for special process services must accompany each shipment. Certifications must identify the material delivered, and the processes performed. Reports shall include the following:

- a) Process performed.
- b) Specification/drawing and revision level.
- c) Purchase order number.
- d) Part number.
- e) Compliance to acceptance criteria.
- f) Revision and date.

Processed materials must be certified in accordance with the applicable specification. Suppliers shall flow-down sufficient information to ensure sub-tier processors are able to correctly process all parts.

SQ17 - Material/Process Samples

A representative material test sample shall be returned with the shipment.

SQ18 - Unique Heat Lot Control

Only one heat lot of material is to be used in the production of any individual detail or part. Materials shall be segregated by heat lot, packaged separately and not commingled.

SQ19 - Domestic Materials: DFAR 252.225-7014

Specialty metals used in deliverable product must be melted in the United States or a qualifying country as indicated in subsection 225.872-1 of the DFAR supplement.

Approved Countries include:

Australia Belgium Canada

Denmark France Ireland
Greece Israel Italy

Norway Portugal Spain

Turkey UK Switzerland Federal Republic of Germany Sweden Luxembourg

SQ20 - Certification of Conformance (C of C)

A Certificate of Conformance (C of C) shall accompany each shipment which includes a statement that the product provided meets all purchase order requirements. The C of C shall bear: the supplier name, authorizing signature with title, date, purchase order number, part number, revision, and quantity.

SQ21 - Raw Material Certifications

A Certificate of Conformance shall accompany each shipment and include Chemical and physical analysis test results and include:

- a) Batch, heat, or lot number.
- b) The material specification and revision.
- c) Certification of the composition to within acceptable limits. Metals require specific values of composition.

SQ22 - Pre-production First Part Approval

The supplier shall submit the first part to Santos Precision Inc. for inspection verification and wait for written approval before starting production.

SQ23 - First Article Inspection Reports

A First Article part shall be inspected in accordance with AS9102. This requirement applies for a first production run, when the manufacturing method has changed, when the print revision has changed, or if there has been a break in manufacturing or procurement of 2 years or more. The first article part shall be clearly identified and the report shall list all characteristics including notes, tolerance limits, dimensions, and material requirements. This report and the ballooned print shall remain on file for audit or submittal when requested.

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SQ24 - Statistical Process Control

Statistical Process Control is required and shall be implemented on this order as defined on the Purchase Order. Copies of the Control Charts on Key Dimensional Characteristics are required with each shipment.

SQ25 - Frozen Planning

The supplier must submit planning for approval before starting any work. Upon the acceptance of the Frozen Planning and First Article, the Supplier shall make no changes to the method of manufacture, equipment used, materials, or processes which may affect dimensions, performance, or finishes. All changes must be approved in writing by Santos Precision, Inc.

SQ26 - Nondestructive Testing (NDT)

All Nondestructive Testing shall be performed in accordance with NADCAP approved procedures. The supplier's facility and test personnel shall have approval from NADCAP prior to performing the required tests. A copy of approved procedures shall be kept on file at all times. Suppliers are responsible for ensuring that revisions to these procedures are approved per their internal quality system requirements. Each shipment of materials must be accompanied by a certified test report for each test performed. The reports shall specify the test performed, the specification, specification revision, test method(s) used, approved test procedure with number and revision, and the acceptance criteria utilized. Operators performing NDT shall be properly qualified and certified.

SQ27 – Key Characteristics

When applicable, Key Characteristics are specified on the purchase order or the drawing. Data on Key Characteristics shall be collected by the supplier and supplied to Santos Precision Inc. with each shipment. When using a sub-tier supplier this clause shall be flowed down on the suppliers purchase order.

SQ28 – Mercury Free Certification

Product furnished shall be free from contamination by the presence of mercury. Compliance with this requirement shall be certified by the Supplier.

SQ29 – Traceability of Furnished Materials

Only the material furnished shall be used to satisfy the order. Material substitution is not allowed. Assigned lot numbers and/or serial numbers shall be maintained and referenced on all documentation as applicable. Drop Shipped materials shall be verified by certification prior to use.

SQ29 – Age Controlled Materials

Age controlled materials shall conform to applicable specifications and each container shall identify: the manufacture name, name of material, date of manufacture, and the expiration date. Certifications to the applicable specification and revision, and/or amendments must accompany material. A minimum of 75 percent of the useful shelf life must remain upon receipt at Santos Precision, Inc. or material shall be subject to rejection.

SQ30 – Dimensional Inspection Reports

A dimensional inspection report is required to ANSI/ASQC Z 1.4 AQL for all characteristics of .005 or less total drawing tolerance. Actual reading as specified on the drawing or purchase order shall be taken and recorded. A copy of the report will be included with the shipment.

SQ31 - MSDS Sheets

Material Safety Data Sheets are required.

SQ32 - Special Packaging

This order is packaged with special containers. All containers must be returned with parts when the order is complete or the Supplier will be charged for the replacement cost of the containers.

SQ33 - Source inspection

Santos Precision Inc. reserves the right to perform any inspection and/or test deemed necessary to assure product conformance at the Supplier's facility. Source inspection is required by Santos Precision Inc. Quality. Supplier must contact the Santos Precision Inc. Buyer prior to all shipments to Santos Precision Inc.

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DEFINITIONS:

As used in this order the terms "ASPR" means the Armed Services Procurement Regulations and "NASARP" means the "National Aeronautical and Space Administration Procurement Regulation" both as in effect on the date of the order. The term "Government" means the United States Government or any department or agency thereof.

1. ACCEPTANCE OF PURCHASE ORDER

This order is Buyers offer to Seller for the work to be performed hereunder, and together with any specifically noted overriding and/or supplemental agreement signed by the parties here to which refers to these terms including all referenced documents and specifications, constitutes the entire agreement between Buyer and Seller with respect to such work and supersedes any other agreement or understanding oral or written, made prior to the dale of this order concerning such work. This offer shall become a binding contract on the terms stated herein when it is accepted either by acknowledgment, performance or delivery. Any term or condition stated by Seller in any prior proposal or in acknowledging or otherwise accepting this order or any agreement or understanding modifying this order shall not become part of the contract or binding upon Buyer unless specifically accepted in writing by Buyer.

2. PACKING AND SHIPPING

All items must be suitably packed and prepared for shipment to secure the lowest transportation rates and comply with carrier regulations. No charges will be paid by Buyer for packing, crating or cartage unless stated in the order. All shipments to be forwarded on one day via one route must be consolidated. Each container must be consecutively numbered and marked to show order number, with the container and order number indicated on the bill of lading. Two copies of packing sheets showing purchase order number shall be attached to each container of each shipment. Good sold F.O.B. place of shipment shall be forwarded collect. Seller shall make no declaration concerning value of goods shipped, except on goods where the tariff rating or rate is dependent upon the released or declared value, in which event such value shall be released or declared at the maximum value for the lowest rating or rate. Good F.O.B. place of shipment to be delivered directly to the Government shall be delivered to and properly loaded by Seller on board equipment of carrier designated by Buyer at nearest point such equipment is available except that LCL rail shipments shall be delivered to carrier.

3. SHIPMENT AND DELIVERYS

Time is of the essence in the performance of this agreement. Shipments or deliveries (as specified in the order) shall be strictly in accordance with the quantities and schedule specified in the order. If any time it appears Seller will not meet such schedule, Seller shall promptly notify Buyer in writing of reasons for and estimated duration of the delay and, if requested by Buyer, ship via air or expedite routing to avoid or minimize delay to the maximum extent possible. All added costs to be borne by Seller. This is in addition to Buyer's other remedies. Except as otherwise provided in this order, the Seller shall be responsible for the supplies covered by this order until they are delivered at the designated F. O. B. point, regardless of the point of inspection, and the Seller shall bear all risks as to rejected supplies after notice of rejection. Seller shall not without prior consent of Buyer, manufacture in advance of reasonable flow time, nor deliver any articles in advance of delivery schedule. Buyer reserves the right to return, shipping and charges collect all articles received at Buyer's plant substantially in advance of delivery schedule.

4. INVOICE AND PAYMENTS

A separate invoice shall be issued for each shipment. Unless otherwise specified in the order, no invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt of goods and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of goods or date of receipt of correct invoice (whichever is later) to date Buyer's check is mailed. Unless freight and other charges are itemized any discount taken will be taken in full amount of invoice.

5. WARRANTIES

In addition to any other express or implied warranties Seller warrants that all items delivered under this order will be merchantable, free from defects in material and workmanship, that all items will conform to the requirements of this order including but not limited to the applicable description specification and drawings, and to the extent such items are not manufactured pursuant to detailed designs furnished by Buyer that all items will be free from defects in design and suitable for the purposes intended by Buyer. Seller's liability under this warranty clause shall include, at Buyer's election, repair, replacement, or return for credit all defective or nonconforming items and the payment of all packing and transportation costs attributable to accomplishment of the above all at Seller's expense.

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6. PRICE WARRANTY

Seller warrants that the prices of the items set forth herein do not exceed those charged by the Seller to any other customer purchasing the same item in like or smaller quantities.

7. QUALITY CONTROL AND INSPECTION

All supplies and/or materials ordered may be subjected to (a) inspection or verification during the period of manufacture, (b) inspection or verification prior to shipment, and (c) final inspection and acceptance at destination, notwithstanding any prior payment or inspection and acceptance. Buyer may reject and hold at Seller's expense subject to Seller's disposal, all supplies not conforming to applicable specifications, drawings, sample or descriptions. Without limiting any other rights Buyer may have, Buyer at this option may require Seller (a) to repair or replace at Seller's expense any item of supplies ordered which fails to meet the requirement of applicable specifications, drawings, sample or descriptions; or (b) to refuse the price of any such item. Such inspection and verification rights shall extend to the Government if a Government prime contract number appears on the face of the order Seller shall provide and maintain a Quality Control system acceptable to Buyer.

8. REJECTION

Buyer shall have the right to reject, require correction or accept with an equitable adjustment in price, any goods delivered or services performed hereunder which are defective or otherwise not in strict conformance with the requirements of this order. Buyer shall notify Seller of such rejections or other actions and at Buyer's election and Seller's risk and expense such items shall be held by Buyer or returned to Seller for credit, refund, rework or replacement as directed by written instructions from buyer. If after being requested by Buyer, the Seller fails to promptly replace or correct any defective article within the contractual delivery schedule Buyer may require a reduction in price which is equitable under the circumstances.

9. RESPONSIBILITY FOR PROPERTY

The following materials or articles provided hereunder for the performance of this order are the property of the Buyer or the United States Government and the Seller shall be liable for all los or destruction or damage thereto while in its possession or control except for reasonable wear and tear.

10. CHANGES

Buyer may at any time, by a written order, make change within the general scope of this order, in any one or more of the following: (1) drawings, designs, or specifications; (2) method of shipment or packing; (3) place of inspection, delivery or acceptance; (4) reasonable increases in quantities; (5) reasonable changes in delivery schedule; and (6) the amount of Buyer-furnished property. Seller shall proceed immediately to perform this order as changed. If any such change causes an increase or decrease in the cost of or in the time required for the performance of any part of the work under this order, whether changed or not changed by any such order, an equitable adjustment shall be made in the purchase price or delivery schedule, or both, and this order shall be modified in writing accordingly. Unless otherwise agreed, any claim by Seller for adjustment under this clause must be asserted within thirty (30) days from the date receipt by Seller of such written order or if Seller considers that conduct of Buyer has constituted a change hereunder. Buyer has the right to examine any of Sellers pertinent books and records for the purpose of verifying Seller's claim. Nothing in this clause shall excuse Seller from proceeding with this order as changed including failure of the parties to agree upon any adjustment to be made under this clause.

11. PATENT INDEMNITY

Seller shall defend Buyer, Buyer's customers, and any subsequent Seller or user of the goods, against all claims and proceedings alleging infringement of any United States or foreign patent for any goods delivered under this order, and Seller shall hold them harmless from any resulting liabilities and losses, provided Seller is reasonably notified of such claims and proceedings. Seller's obligation shall not apply to goods manufactured pursuant to detailed designs developed and furnished by Buyer nor to any infringement arising from the use or sale of goods in combination with items not delivered by Seller if such infringement would not have occurred from the use or sale of such good solely for the purpose for which they were designed or sold to Buyer, provided that Seller's obligation shall extend to processes used in such manufacture unless such processes are specified by Buyer has agreed to indemnify the U S Government.

12. ASSIGNMENTS

No assignment of any rights, including rights to moneys due or to become due hereunder, or delegation of any duties under this order shall be binding upon Buyer until its written consent thereto has been obtained.

13. SUBCONTRACTS

No goods to be delivered under this order shall be procured by Seller from a third party in completed or substantially completed form without Buyer's prior written consent.

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14. TITLE AND RISK OF LOSS

Unless otherwise provided in this order Seller shall have title to and bear the risk of any loss of or damage to the items purchased hereunder until they are delivered in conformity with this order at the F.O.B. point specified on the face of the order and upon such delivery title shall pass from Seller and Seller's responsibility for loss or damage shall cease except for loss or damage resulting from Seller's negligence or failure to comply with this order. Passing of title upon such delivery shall not constitute acceptance of the item by Buyer.

15. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Seller warrants that in the performance of this order, it will comply with all applicable Federal State and local laws. On its invoice or in other form satisfactory to buyer, Seller shall submit certification that the goods covered by this order were produced in compliance with all applicable requirements of section 6.7, and 12 of the Fair Labor Standards Act (29 U.S.C. 201-219) as amended, and of regulations and order of the U.S. Department of Labor issue under Section 14 thereof. The "Renegotiation" clause in ASPR – 7-103.13 (a) and the "Excess Profit" clause in ASPR 7-104.11 (a) are incorporated herein by reference, except "Contractor" means Seller. The "Equal Opportunity" clause in ASPR 12-804 (a) is incorporated herein by reference, except "Contractor" means "Seller" This order shall and will be governed by all applicable laws of the State of Washington.

16. TERMINATION

The performance of work under this order may be terminated in whole, or from time to time in part, by Buyer for its convenience in accordance with the provisions set forth in ASPR 8.706. Buyer's may terminate the whole or any part of this order if any of the following circumstances occur: (a) if Seller fails to deliver the supplies or to perform the services required by this order within the time specified herein, or any extension thereof granted by Buyer in writing. (b) if Seller fails to perform any of the other provisions of this order, or so fails to make progress as to endanger performance of this order in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after receipt of notice from Buyer specifying such failure; or (c) if Seller becomes insolvent, or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or for reorganization, or pursues any other remedy under any other law relating to the relief for debtors, or in the event a receiver is appointed for Seller's property or business (d) in the event of termination for default, Buyer may require Seller to transfer title and deliver to Buyer any or all property specifically produced or acquired for performance of this purchase order. Buyer shall have the further right to procure, on such terms and in such manners it may deem appropriate, supplies or services similar to those terminated, and to recover from Seller the excess cost for such similar supplies or services; provided, however, Seller shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Seller, its suppliers or subcontractors, and without the fault or negligence of Seller, its suppliers or subcontractors as set forth hereinafter (e) such causes shall be limited to fires, floods, earthquakes strikes and acts of the public enemy. The right of Buyer provided in this clause shall be in addition to any other rights provided by law or this order (f) in the event Seller fails to make deliveries on schedule for causes beyond its control as above stated, or fails to make timely progress for causes beyond its control as above stated Buyer may, in lieu of termination of this order, elect to extend the delivery schedule for a reasonable period of time which reflects the impact of such causes on the schedule or Seller's progress. Such extension shall not entitle Seller to any additional compensation. In the event of such schedule extension, Seller shall do everything possible to make delivery as soon as possible and to meet the new delivery schedule, including work, extra shifts, and purchases from other suppliers and subcontractors whenever practicable. The right and remedies of the Buyer provided in this Termination clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.

17. CONFIDENTIAL DISCLOSURE

Seller shall keep confidential all designs, processes, drawings, specifications, reports, data and other technical or proprietary information and the features of all parts, equipment, tools gauges, patterns, and other items furnished or disclosed to Seller by Buyer. Unless otherwise provided herein or authorized by Buyer in writing. Seller shall use such information and items, and the features thereof, only in the performance of this order, thus. Seller shall not sell or otherwise dispose of as scrap or otherwise any completed or partially completed or defective goods without defacing or rendering such goods unsuitable for use. Upon completion or termination of this order Seller shall, at Seller's expense, make sure disposition of all such information items and goods as herein required or as may be subsequently directed by Buyer.

18. LABOR DISPUTE

Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order. Seller shall immediately give notice thereof to Buyer Seller shall insert the substance of this provision in its orders issued hereunder.

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19. ECONOMIC STABILIZATION LAWS

Seller represents that to the best of Seller's knowledge and belief the prices specified in this order do not exceed the maximum prices permissible under any applicable governmental laws, orders, regulations, or ruling presently in effect. If any price paid or to be paid under this order exceeds the maximum price permissible under any such laws, orders, regulations, or rulings exciting or future, applicable to this order and relating to economic stabilization. Seller agrees to amend this order to reduce such price to the maximum price permissible and to promptly refund to Buyer any payments made in excess thereof, in addition to its rights under this clause Buyer reserves all rights it may have under any such laws orders, regulations, or ruling. Sellers agree to insert the substance of this clause including this sentence in all subcontracts issued under this order.

20. NON-WAIVER

Any failure at any time of Buyer to enforce any provision of this order shall not constitute a waiver of such provision or prejudice the right of Buyer to enforce such provision at any subsequent time

End of Purchase Order Terms & Conditions

| REV. | SECTION | CHG. REQUEST # | Description of Change | DATE | AUTHORIZED BY |
|------|---------|----------------|--|-----------|----------------------|
| Α | All | Release | Release | 6/30/09 | WEH |
| В | All | Review | Changed AS9100B to AS9100 / ISO9001 to meet new requirement. | 8/09/2011 | RS |

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