



GENERAL TERMS AND CONDITIONS OF PURCHASE

It is the supplier full responsibility to promptly notify Impresa Aerospace if at any time the clauses cannot be fully met.

** = Denotes Changes*

1. Acceptance – Order of Precedence - Modification

- 1.1 This Purchase Order is for the purchase of Goods, services, or Goods and services described on the face of this document (collectively, “Goods”) and is issued by Impresa Aerospace, LLC. (“Impresa Aerospace”). This Purchase Order is deemed accepted upon the earlier of the return of the acknowledgment copy of this Purchase Order or the commencement of performance by Supplier.
- 1.2 Impresa Aerospace rejects any additional or inconsistent terms and conditions offered by Supplier at any time, whether or not such terms or conditions materially alter this Purchase Order and irrespective of Impresa Aerospace’s acceptance of or payment for Supplier’s Goods.
- 1.3 Any reference to Supplier’s quotation, bid or proposal will not be deemed acceptance of any term, condition, or instruction contained in that document. No course of prior dealing or usage of the trade will be used to modify, supplement or explain any term herein.
- 1.4 These terms and conditions together with the specifications, drawings, or other documents referred to on the face of this Purchase Order, or attached, or any documents incorporated by

reference, supersede any prior or contemporaneous communications, representations, promises, or negotiations, whether oral or written, with respect to the subject matter of this Purchase Order.

- 1.5 All contract documents related to this Purchase Order are to be interpreted together as one agreement. No change to or modification of this Purchase Order will be binding upon Impresa Aerospace unless in writing, specifically identifying that it is amending this Purchase Order, and signed, or approved electronically, by an authorized procurement representative of Impresa Aerospace.
- 1.6 If Supplier becomes aware of any ambiguities, issues or discrepancies between this Purchase Order and any specification, design or other technical requirement applicable to this Purchase Order, Supplier will immediately submit the matter to Impresa Aerospace for resolution.

2. Delivery, Shipment and Packaging

- 2.1 Supplier will deliver Goods in accordance with the quantities and date(s) specified on this Purchase Order or the Purchase Order schedule releases. If delivery dates are not stated, Supplier will offer its best delivery date(s), which will be subject to acceptance by Impresa Aerospace. Unless otherwise



directed, all Goods shipped in one day from and to a single location should be consolidated on one bill of lading or air waybill, as appropriate.

- 2.2** Supplier will, at its expense, deliver Goods by the most expeditious shipping method if the delivery schedule is endangered for any reason other than Impresa Aerospace's fault. If Goods are delinquent to Impresa Aerospace's requirements, Supplier will grant Impresa Aerospace first priority for Goods allocation and shipment. Impresa Aerospace reserves the right to reject, at no expense to Impresa Aerospace, all or any part of any delivery that varies from the quantity authorized by Impresa Aerospace for shipment.
- 2.3** Supplier will not make any substitutions without Impresa Aerospace's prior written approval. All items will be packaged in accordance with Impresa Aerospace's instructions or, if none are specified, in accordance with good commercial practice in a manner sufficient to ensure receipt in an undamaged condition.
- 2.4** All containers will be properly marked for identification per the instructions on Impresa Aerospace's Purchase Order and contain a packing slip that details, at a minimum, the Impresa Aerospace Purchase Order number(s), product part number, detailed product description, total number of boxes in shipment, quantity of product shipped, and final delivery address. Items shipped in advance of Impresa Aerospace's delivery

schedule may be returned at Supplier's expense.

- 2.5** For domestic shipments, if requested by Impresa Aerospace, and for all international shipments, Supplier will give notice of shipment to Impresa Aerospace when the Goods are delivered to a carrier for transportation. The Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading and air waybills.
- 2.6** All Goods, unless specifically exempted by the destination country's governing authorities, must be marked with the country of origin (manufacture) of the Goods in a conspicuous place as legibly, indelibly, and permanently as the nature of the article or container permits.
- 2.7** Supplier will provide Impresa Aerospace with (a) the Harmonized Tariff Schedule number, country of origin information or certificates, manufacturer's affidavits, applicable free trade agreement ("FTA") certificates, and any other documents or information Impresa Aerospace may require to comply with international trade regulations or to lawfully minimize duties, taxes, and fees, and (b) FTA certificates for all Goods that qualify under one or more FTAs.
- 2.8** Supplier will provide Impresa Aerospace all documents, records, and other supporting information necessary to substantiate the Goods' qualification under such FTA. Supplier will exert reasonable efforts to qualify the Goods under FTAs.



- 2.9** Within one business day after Supplier delivers the Goods to the carrier, Supplier will send Impresa Aerospace a complete set of shipping documents including the commercial invoice, packing list, and air waybill or three original parts of the combined through bill of lading, clean without notation, necessary to release the Goods to Impresa Aerospace's custody.

3. Notice of Delay

Whenever anything delays or threatens to delay the timely performance of this Purchase Order, Supplier must immediately notify Impresa Aerospace in writing of all relevant information with respect to such delay.

4. Excusable Delay (Force Majeure)

- 4.1** Neither party will be in default for any delay or failure to perform hereunder due to causes beyond its control and without its fault or negligence; provided, however, that any delay or failure to perform caused by the default of a sub-tier Supplier of Supplier will be excused only if (a) it is beyond the control of both Supplier and its sub-tier Supplier(s) and without the fault or negligence of any of them, and (b) the Goods to be furnished cannot be obtained from other sources in sufficient time to permit Supplier to meet the delivery schedule.
- 4.2** Supplier's ability to sell Goods at a more advantageous price or Supplier's economic hardship in buying materials or processing necessary for manufacture of the Goods will not constitute an excusable delay event.
- 4.3** The party affected by an excusable delay will promptly provide written

notice to the other, explaining in detail the full particulars and expected duration of the excusable delay, and will use its best efforts to remedy the delay if it is capable of being remedied.

- 4.4** If Supplier's delivery is delayed, Impresa Aerospace may, at Impresa Aerospace's sole option, cancel deliveries that had been scheduled during the excusable delay period or elect to extend the period of performance commensurate with the period of delay caused by the excusable delay.

- 4.5** If an excusable delay occurs that affects delivery of Goods to Impresa Aerospace, Supplier will allocate its available supply of Goods in a manner that assures Impresa Aerospace of at least the same proportion of Supplier's total output of Goods as was allocated to Impresa Aerospace prior to the excusable delay event. If delivery of any Goods is delayed for more than 30 days, Impresa Aerospace may, without liability, cancel all or any part of this Purchase Order.

5 Performance Assurance Plan

- 5.1** If Impresa Aerospace, in its sole discretion, determines there is a significant risk that Supplier will fail to meet its performance or delivery requirements under this Purchase Order, Impresa Aerospace may require Supplier to perform under an Impresa Aerospace Performance Assurance Plan.
- 5.2** The Performance Assurance Plan may include specific reporting and performance requirements reasonably tailored to ensure Supplier's adequate performance under identified provisions of this



Purchase Order. Any failure by Supplier to satisfy the terms of the Performance Assurance Plan is a material breach of this Purchase Order.

6 Shipping Terms, Title and Risk of Loss

- 6.1** If the Goods will be transported from Supplier's location in the U.S. to Impresa Aerospace's location in the U.S., unless otherwise specified on the face of this Purchase Order or in a separate agreement, the F.O.B. point is Impresa Aerospace's location.
- 6.2** When the F.O.B. point is Supplier's location, Supplier bears all risk of loss or damage to the Goods and title passes to Impresa Aerospace upon delivery of the Goods to the carrier designated or approved by Impresa Aerospace. When the F. O. B. point is Impresa Aerospace's location, Supplier bears all risk of loss or damage to the Goods and title passes to Impresa Aerospace upon delivery of the Goods at Impresa Aerospace's location.
- 6.3** In all other cases, unless otherwise specified on the face of the Purchase Order or in a separate agreement, Supplier will deliver the Goods DDU (Incoterms 2000) at Impresa Aerospace's location. Title to Goods passes to Impresa Aerospace upon receipt at Impresa Aerospace's location.
- 6.4** The foregoing does not relieve Supplier of any responsibility for hidden damages discovered after acceptance of the Goods. Notwithstanding 6.1 and 6.2 above, title and risk of loss to Goods subject to a consignment stock agreements pass upon release of

the Goods from the consignment stock.

- 6.5** Impresa Aerospace may direct Supplier to ship the Goods to Impresa Aerospace or to any third party designated by Impresa Aerospace.

7 Import/Customs Compliance

- 7.1** Supplier assumes all responsibility and liability for any shipments covered by this Purchase Order requiring any government import clearance.
- 7.2** If government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on the Goods imported under this Purchase Order, Impresa Aerospace reserves the right to terminate this Purchase Order in accordance with the Termination provisions of this Purchase Order.
- 7.3** Supplier will be debited for any duties, fees, or freight incurred by Impresa Aerospace due to Supplier's failure to comply with the terms and conditions of this Purchase Order.

8 Drawback

- 8.1** All drawback of duties, and rights thereto, related to duties paid by Supplier or Impresa Aerospace upon importation of the Goods or any materials or components that enter into the manufacture of the Goods will accrue to the exclusive benefit of Impresa Aerospace.
- 8.2** Such duty drawback rights include rights developed by substitution and duty drawback rights obtained from sub-tier Suppliers related to the Goods. Supplier will provide



Impresa Aerospace with all documents, records, and other supporting information necessary to obtain any duty drawback, and will reasonably cooperate with Impresa Aerospace to obtain payment.

9 Offset

9.1 If Supplier is a non-U.S. entity, Supplier will assist Impresa Aerospace in obtaining credit from Supplier's government for the value of relevant Goods purchased hereunder to meet any present or future contractual offer or industrial benefit requirements imposed upon Impresa Aerospace or its subsidiaries or affiliates.

9.2 Such assistance includes, but is not limited to, providing upon Impresa Aerospace's request evidence of the existence, value, content and other pertinent information relating to such purchases. Impresa Aerospace reserves the right to claim these credits for itself or third parties.

9.3 If Supplier is a U.S. entity which awards any portion of the work hereunder to lower tier non-U.S. Suppliers, Supplier will assign to Impresa Aerospace any credits obtained from the non-U.S. sub-tier Supplier's government relating to this transaction and assist Impresa Aerospace in obtaining any such credits.

10 Impresa Aerospace-Supplied Materials, Tooling, Equip and Technical Data

10.1 Title to any material, tooling, equipment or technical data that Impresa Aerospace pays for or provides to Supplier, including replacements thereof ("Impresa

Aerospace Property"), will remain or vest with Impresa Aerospace.

10.2 Supplier will conspicuously label Impresa Aerospace Property as such, maintain it in good condition, keep written records of the Impresa Aerospace Property in its possession and the location of such property, not allow any liens to be placed upon it, and not change its location without prior written approval from Impresa Aerospace. Supplier is responsible for inspecting and determining that the Impresa Aerospace Property is in useable and acceptable condition.

10.3 Supplier will use Impresa Aerospace Property exclusively for the performance of Impresa Aerospace Purchase Orders unless otherwise authorized in writing by Impresa Aerospace's procurement representative. Impresa Aerospace Property is intended for use at the Supplier's site only or as otherwise authorized in writing by Impresa Aerospace's procurement representative and, to the extent applicable, is subject to U.S. and other government export requirements.

10.4 Supplier is responsible for any loss, damage, or destruction of Impresa Aerospace property and any loss, damage or destruction of any third party property resulting from Supplier's negligent use of Impresa Aerospace Property. Supplier will not include the cost of any insurance for Impresa Aerospace Property in the prices charged under this Purchase Order. Supplier will return Impresa Aerospace Property or dispose of it at Impresa Aerospace's sole option



in accordance with Impresa Aerospace's written directions. Impresa Aerospace makes no representations and disclaims all warranties (express or implied) with respect to Impresa Aerospace property.

11 Price

11.1 Supplier will furnish the Goods at the prices stated on the face of this Purchase Order. If prices are not stated on the face of this Purchase Order, Supplier will offer its lowest prices subject to written acceptance by Impresa Aerospace.

11.2 Unless otherwise provided on the face of this Purchase Order, the prices include all packaging and freight to the specified delivery point; applicable taxes and other government charges including, but not limited to, all sales, use or excise taxes; and all customs duties, fees or charges.

11.3 To the extent that value added tax (or any equivalent tax) is properly chargeable on the supply to Impresa Aerospace of any Goods, Impresa Aerospace shall pay such tax as an addition to payments otherwise due Supplier under this Purchase Order, provided that Supplier provides to Impresa Aerospace a value added tax (or equivalent tax) invoice.

12 Invoicing and Payment

12.1 After each shipment made or service provided, Supplier will submit an invoice listing a description of the Goods provided and, as applicable, part numbers, quantity, unit of measure, hours, and the unit and total prices.

12.2 Any incidental charges such as royalties, selling commissions, non-recurring engineering, or other incidental charges must be separately itemized and identified on the invoice.

12.3 The invoice must also include the following information in English: (a) name and address of Supplier and the Impresa Aerospace entity purchasing the Goods; (b) name of shipper (if different from Supplier); (c) Impresa Aerospace's Purchase Order number(s); (d) country of export; (e) detailed description of the Goods; (f) Harmonized Tariff Schedule number; (g) country of origin (manufacture) of the Goods, or if multiple countries of origin, the country of origin of each part shipped; (h) weights of the Goods shipped; (i) currency in which the sale was made; (j) payment terms; (k) shipment terms used; and (l) all rebates or discounts.

12.4 The invoice will be accompanied (if applicable) by a signed bill of lading or express receipt evidencing shipment. Payment of an invoice does not constitute acceptance of the Goods and is subject to appropriate adjustment should Supplier fail to meet the requirements of this Purchase Order.

12.5 Payment terms are net 60 days from receipt of invoice and conforming Goods unless otherwise stated on the face of this Purchase Order or other written agreement executed by both parties. Payment will be scheduled for the first payment cycle following the net terms for the Purchase Order.



13 Set-off

Impresa Aerospace may deduct any amount owing from Supplier to Impresa Aerospace as a set-off against any amount due or owing to Supplier under this Purchase Order.

14 Quality Assurance.

Supplier agrees to the following requirements:

14.1 To implement and sustain a quality system that conforms to the requirements set forth in the latest revision of the Impresa Aerospace Quality Manual.

14.2 To allow Impresa Aerospace, during normal business hours, to make reasonable inspections, of the facilities where Supplier and its sub-tier Suppliers manufacture or process the Goods.

14.3 All calibration must be NIST traceable.

15 Inspection

15.1 All Goods may be inspected and tested by Impresa Aerospace; its customers; higher tier contractors; and end user at all reasonable times and places. If such inspection or testing is made on Supplier's premises, Supplier will provide, without additional charge, all reasonable facilities and assistance required for such inspections and tests.

15.2 All inspection records, including sub-tier Supplier records relating to the Goods, will be maintained and made available to Impresa Aerospace during the performance of this Purchase Order, and for such longer periods as may be specified by Impresa Aerospace.

15.3 Notwithstanding any prior inspection at Supplier's premises,

the manner and place of final inspection and acceptance by Impresa Aerospace will be as determined by Impresa Aerospace in its sole discretion. Impresa Aerospace may inspect 100% or a sample of Goods, at Impresa Aerospace's option, and may reject all or any portion of the Goods or lot of Goods if Impresa Aerospace determines them to be defective or non-conforming.

15.4 * Seller (Supplier) shall perform 100% inspection for in-process and final inspection, or Seller shall conform to requirements of document AS9138 "Aerospace Series – Quality Management Systems Statistical Product Acceptance Requirements" as may be amended from time to time. With the exception noted herein Seller's statistical sampling procedure/plan conformance to AS9138 with minimum protection levels meeting SAE AS9138 Table A1 and C=0 will constitute Impresa Aerospace and Customer Quality approval subject to restrictions noted in AS9138, Section 4.3 Safety/Critical Characteristics, and part/product Design Data sampling requirements and/or prohibitions.

15.5 * If Impresa Aerospace performs any inspection (other than the standard inspection) due to discovery of "Defective or Non-Conforming Goods, any additional inspection costs will be paid by Supplier and/or Cost adjustment will reflect as a reduced payment".

15.6 No inspection, tests, approval, design approval, or acceptance of the Goods relieves Supplier from



responsibility for warranty or any latent defects, fraud, or negligence.

15.7 * Product Conformity

15.7.1 If the Goods are defective or otherwise not in conformity with the requirements of this Purchase Order, Impresa Aerospace may, by written notice to Supplier: (a) rescind this Purchase Order as to such Goods; (b) accept such Goods at an equitable reduction in price; or (c) reject such Goods and require the delivery of replacements.

15.8 Delivery of replacements will be accompanied by a written notice specifying that such Goods are replacements. If Supplier fails to deliver required replacements promptly, Impresa Aerospace may correct any retained defective or non-conforming Goods at Supplier's expense; replace them with Goods from another Supplier and charge the Supplier the cost thereof, including any incidental costs; or terminate this Purchase Order for cause.

16 Warranty

16.1 Supplier warrants to Impresa Aerospace, its successors, assigns, customers and end users that, upon delivery, and during the entire Warranty Period specified below, all Goods furnished (including all replacement or corrected Goods or components which Supplier furnishes pursuant to this warranty) will (a) be free from defects in material, workmanship, and design, even if the design has been approved by Impresa Aerospace, (b) conform to applicable drawings, designs, quality control plans, specifications and samples and other

descriptions furnished or specified by Impresa Aerospace, (c) be merchantable, (d) be fit for the intended purposes to the extent the Goods are not of a detailed design furnished by Impresa Aerospace and operate as intended, (e) comply with all applicable national and local laws, (f) be free and clear of any and all liens, restrictions, reservations, security interests or encumbrances, and (g) not infringe any patent, published patent application, or other intellectual property rights of any third party existing as of the date of delivery, and not utilize misappropriated third party trade secret information.

16.2 Services will be performed in accordance with the highest standards in the industry. The Warranty Period will be for a period of 36 months from the date of delivery to the end user or such longer period of time as may have been accepted by Impresa Aerospace from Impresa Aerospace's customer or the date on which any longer or broader government requirement covering the Goods ends.

16.3 These warranties will survive any delivery, inspection, acceptance or payment by Impresa Aerospace for the entire Warranty Period. Claims for breach of warranty do not accrue until discovery of noncompliance, even if the Goods were previously inspected.

16.4 The warranties provided are cumulative and in addition to any warranty provided by law or equity. Any applicable statute of limitations runs from the date of discovery. Goods that meet the preceding

standards are collectively called “conforming Goods.”

- 16.5** If conforming Goods are not furnished within the time specified by Impresa Aerospace then Impresa Aerospace may, at its election and in addition to any other rights or remedies it may have at law or in equity, have the non-conforming Goods repaired, replaced or corrected at Supplier’s expense.
- 16.6** In addition to the costs of repairing, replacing or correcting non-conforming Goods, Supplier is responsible for all related costs, expenses and damages including, but not limited to, the costs of removal, disassembly, failure analysis, fault isolation, installation, inspection and retrofit of the non-conforming Goods or of Impresa Aerospace’s affected end-product; all freight charges; all customer charges; and all corrective action costs (i.e., costs of additional inspection or quality control systems).
- 16.7** Unless set-off by Impresa Aerospace, Supplier will reimburse Impresa Aerospace for all such costs upon receipt of Impresa Aerospace’s invoice.
- 16.8** Supplier accepts that warranty can be calculated using statistical methods based upon representative samples as utilized by Impresa Aerospace in its reasonable discretion.
- 16.9** These warranties, and all other warranties, express or implied, survive delivery, inspection, acceptance and payment.

17 Recall

- 17.1** Supplier is liable for all costs or damages associated with any voluntary or involuntary recall of defective or potentially defective Goods or any products containing or incorporating such Goods including, but not limited to, recalls by a customer, regulatory agency or in accordance with applicable laws or regulations.
- 17.2** Supplier will be solely responsible for administering any recall or will fully participate in the administration of any recall conducted by Impresa Aerospace or its customer in relation to Supplier’s Goods as Impresa Aerospace may so direct.
- 17.3** Each party will cooperate in making available records and other information reasonably required by the other party in connection with any recall.
- 17.4** This Article will survive any termination or expiration of this Purchase Order and apply for at least the same duration as Impresa Aerospace’s obligation to its customer(s).

18 Changes

18.1 Impresa Aerospace may, by written or electronic notification, direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Goods; reschedule the services; or require additional or diminished services.

18.2 Only authorized Impresa Aerospace procurement representatives may issue changes to the Purchase Order. If any change causes an increase or decrease in the cost of, or the time required for, performing this Purchase Order, an equitable adjustment for reasonable costs will be made in the Purchase Order price, delivery dates or both, and this Purchase Order will be modified in writing or electronically accordingly.

18.3 Any claim for adjustment under this provision may, at Impresa Aerospace's option, be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to Impresa Aerospace within 30 days from the date of the receipt by Supplier of the Impresa Aerospace-directed change to the Purchase Order.

18.4 If the cost of property made obsolete or excess as a result of a change is paid by Impresa Aerospace, Impresa Aerospace may prescribe the manner of disposition of the property. Notwithstanding any disagreement between the parties regarding the impact of a change, Supplier will proceed diligently with its performance under this Purchase Order pending resolution of the disagreement.

19 Design and Process Changes

19.1 Supplier will make no changes to the design, materials, manufacturing location, or processes specified in this Purchase Order or documents referenced therein, or if none, those in place at time of issuance of this Purchase Order, without the advance written approval of Impresa Aerospace's procurement representative.

19.2 Changes to a process include, but are not limited to, changes to the production process, changes in manufacturing equipment, or changes between a manual and automated process.

19.3 This requirement applies whether or not there is a cost impact associated with the change and regardless of the type of change, including product improvements.

20 Stop Work

20.1 Impresa Aerospace may, at any time by written notice and at no cost, require Supplier to stop all or any part of the work under this Purchase Order for a period of up to 120 days (Stop Work Order), and for any further period as Supplier and Impresa Aerospace may agree.

20.2 Immediately upon receipt of a Stop Work Order, Supplier will comply with its terms. At any time during the stop work period, Impresa Aerospace may, in whole or in part, either cancel the Stop Work Order or terminate the work in accordance with the Termination section of this Purchase Order. To the extent the Stop Work Order is



canceled or expires, Supplier must resume work.

Impresa Aerospace prior to the date of termination, payment for which can be set off against any damages to Impresa Aerospace.

21 Termination

21.1 The non-breaching party may terminate this Purchase Order if the other party commits a material breach and fails to remedy the breach within 30 calendar days following receipt of written notice specifying the grounds for the breach.

21.6 Upon termination, Impresa Aerospace may require Supplier to transfer title and deliver to Impresa Aerospace any completed Goods and Impresa Aerospace will pay the Purchase Order price for such Goods subject to set off against any damages to Impresa Aerospace.

21.2 A material breach includes, but is not limited to, failure to deliver, late delivery or delivery of non-conforming Goods. The solvent party may terminate this Purchase Order upon written notice if the other party becomes insolvent or if any petition is filed or proceedings commenced by or against that party relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

21.7 Impresa Aerospace may also require Supplier to transfer title and deliver to Impresa Aerospace any or all property produced or procured by Supplier for performance of this Purchase Order and Supplier will be credited with the reasonable value thereof not to exceed Supplier's actual cost or the Purchase Order value, whichever is less.

21.3 Termination of Supplier by Impresa Aerospace under this Article will entitle Impresa Aerospace to all damages and remedies available at law or equity.

21.8 To the extent that any portion of this Purchase Order is not terminated pursuant to 21.1 or 21.2 above, Supplier will continue performance of that portion.

21.4 Notwithstanding any firm time period or quantity, Impresa Aerospace may terminate this Purchase Order in whole or in part at any time with or without cause with respect to undelivered Goods or unperformed services upon 10 days' prior written notice.

22 General Indemnification

21.5 If Impresa Aerospace terminates this Purchase Order under either 21.1 or 21.2 above, Impresa Aerospace's sole liability to Supplier, and Supplier's sole and exclusive remedy, is payment for Goods received and accepted by

22.1 Supplier will, at its expense, defend, indemnify and hold harmless Impresa Aerospace and its subsidiaries, affiliates and agents, and their respective officers, directors, shareholders, and employees, and Impresa Aerospace's customers (collectively "Indemnittees") from and against any and all loss, cost, expense, damage, claim, demand or liability, including reasonable attorney and professional fees and costs.



22.2 The cost of settlement, compromise, judgment or verdict incurred by or demanded of an Indemnity arising out of, resulting from or occurring in connection with Supplier's negligence, willful misconduct, or breach of the terms of this Purchase Order.

22.3 Prior to service or filing of any significant pleading, motion, brief, discovery response or other document on behalf of Impresa Aerospace, Supplier will provide such documents to Impresa Aerospace for review and approval, which will not be unreasonably withheld.

22.4 In no event will Supplier enter into any settlement without Impresa Aerospace's prior written consent, which will not be unreasonably withheld.

23 Insurance

23.1 Supplier will maintain insurance with a carrier rated a minimum AM Best rated "A", covering at least the following insurance: commercial general liability (including product liability, and for services to be performed, completed operations liability) in a sum no less than \$1 million.

23.2 Prior to the delivery of any Goods, Supplier will provide to Impresa Aerospace certificates of insurance evidencing that Supplier maintains the foregoing insurance, which will provide that such coverage will not be changed without 30 days advance written notification to Impresa Aerospace from the carrier(s).

23.3 Except where prohibited by law, Supplier will require its insurers to waive all rights of recovery or subrogation against Impresa Aerospace, and its respective officers, directors, shareholders, employees and agents.

23.4 The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligations in this Purchase Order.

24 Confidentiality and Intellectual Property

24.1 All information, including without limitation specifications, samples, drawings, materials, know how, designs, processes and other technical, business or financial information, that: (a) has been or will be supplied to Supplier hereunder by or on behalf of Impresa Aerospace; or (b) Supplier will design, develop or create in connection with this Purchase Order; both as to individual items and/or a combination of components and whether or not completed and all derivatives of (a) and (b) that Supplier has or will design, develop or create are deemed to be "Confidential Information" of Impresa Aerospace.

24.2 All of the foregoing confidential information is deemed to be work made for hire and made in the course of services rendered and all rights thereto belong exclusively to Impresa Aerospace, with Impresa Aerospace having the sole right to obtain, hold and renew, in its own name or for its own benefit, patents, copyrights, registrations or other appropriate protection.



24.3 To the extent that exclusive title or ownership rights in such confidential information may not originally vest in Impresa Aerospace as contemplated hereunder, Supplier irrevocably assigns transfers and conveys to Impresa Aerospace all right, title and interest therein.

24.4 Impresa Aerospace's Confidential Information will remain the property of Impresa Aerospace, may not be used by Supplier for any purpose other than for performing this Purchase Order, may not be disclosed to any third party, and will be returned to Impresa Aerospace upon the earlier of Impresa Aerospace's written request or completion of this Purchase Order.

24.5 If, with Impresa Aerospace's prior written approval, Supplier furnishes Confidential Information to a sub-tier Supplier, Supplier will bind the sub-tier Supplier to confidentiality requirements substantially identical to this provision and Supplier will remain responsible to Impresa Aerospace for any breach of this provision by its sub-tier Suppliers.

24.6 No disclosure, description or other communication of any sort will be made by Supplier to any third person of the fact of Impresa Aerospace's purchase of Goods hereunder, the terms of this Purchase Order.

24.7 The substance of any discussions or negotiations concerning this Purchase Order, or either party's performance under this Purchase Order.

25.1 Supplier will maintain suitably detailed records as may be necessary to adequately reflect Supplier's compliance with the terms of this Purchase Order.

25.2 Supplier will permit Impresa Aerospace's auditors to have access at all reasonable times to Supplier's books and other pertinent records and Supplier will require each of its sub-tier Suppliers to do likewise with respect to their books and records.

25.3 Supplier and each sub-tier Supplier will also furnish other information as may be needed by Impresa Aerospace's representatives in auditing compliance.

25.4 Impresa Aerospace may perform audits up to two years following completion of this Purchase Order. If, as a result of an audit, any invoice submitted by Supplier is found to be in error, an appropriate adjustment will be made to the invoice or the next succeeding invoice following the discovery of the error and will be paid promptly by Supplier or Impresa Aerospace, as the case may be.

25.5 Supplier will promptly correct any other Supplier deficiencies discovered as a result of the audit.

26 Assignment and Subcontracting

26.1 Supplier will not assign this Purchase Order or any rights or obligations hereunder or subcontract all or any material aspect of the work called for hereunder without the prior written approval of Impresa Aerospace.

26.2 Any assignment without Impresa Aerospace's written approval will

25 Audit



be voidable at the option of Impresa Aerospace.

26.3 Impresa Aerospace may assign this Purchase Order or any of its rights or obligations hereunder to any of its subsidiaries or affiliates, or to any purchaser or successor to all or substantially all of the assets of the business or product line to which this Purchase Order relates without Supplier's consent and upon written notice to Supplier.

27 Relationship of Parties/Independent Contractor

27.1 Nothing in this Purchase Order will be construed to place Supplier and Impresa Aerospace in an agency, employment, franchise, joint venture or partnership relationship.

27.2 Neither party has the authority to obligate or bind the other in any manner, nor nothing contained in this Purchase Order will give rise or is intended to give rise to rights of any kind to any third parties. Neither party will make any representation to the contrary.

27.3 The parties agree that Supplier will perform its obligations under this Purchase Order as an independent contractor. Supplier retains the right to exercise full control of, supervision over and responsibility for Supplier's performance hereunder, including the employment, direction, compensation and discharge of Supplier's personnel, as well as compliance with workers' compensation, unemployment, disability insurance, social security, withholding and all other laws, rules, codes, regulations and ordinances governing such matters.

28 Compliance with Laws and Integrity

28.1 Supplier will comply with all applicable national, state and local laws, regulations and ordinances in performing this Purchase Order. In addition, and to the extent Buyer and its Suppliers are required to comply with codes of conduct of Buyer's customers ("Customer Codes"), Supplier will also comply with these Customer Codes.

28.2 Supplier warrants that all representations and certifications furnished by Supplier as required by law or regulation in connection with this order are accurate, current and complete as of the effective date of this order, and that to Supplier's knowledge no person has been paid a kickback or illegal gratuity in connection with this order.

28.3 Supplier agrees to indemnify and hold Impresa Aerospace and its customers harmless for any loss, damage or expenses sustained because any certification or representation herein or required by law or regulation made by Supplier was inaccurate, non-current or incomplete or due to Supplier's non-compliance with any applicable law or regulation.

28.4 Supplier agrees to provide Impresa Aerospace, within five (5) business days of Impresa Aerospace's request, written certification stating the extent of Supplier's compliance with the above, including applicable laws or regulations newly coming into effect during the performance of the order.

29 Applicable Law and Forum

The construction, interpretation and performance hereof and all transactions



hereunder shall be governed by the laws of the State of California, U.S.A. Any dispute not resolved by the parties shall be subject to the exclusive jurisdiction of the courts of California, U.S.A.

30 Remedies

All Impresa Aerospace remedies set forth in this Purchase Order are in addition to, and will in no way limit, any other rights and remedies that may be available to Impresa Aerospace at law or in equity.

31 Notices

- 31.1** All Notices relating to this Purchase Order must be in writing. Notices to the parties will be sent to their respective addresses appearing on the face of this Purchase Order. Notices must be delivered personally; or delivered by recognized overnight courier; or mailed certified first class mail, postage prepaid; or sent by facsimile transmission to the facsimile number provided by Impresa Aerospace or Supplier respectively; or sent by electronic transmission (email) with proof of delivery.
- 31.2** Any Notice will be deemed given on the date delivered if delivered personally; three business days after being placed in the mail as specified; or upon confirmation receipt that it was transmitted satisfactorily if transmitted by facsimile or electronic transmission.

32 Publicity

Any news release, public announcement, advertisement, publicity or any other disclosure concerning this Purchase Order to any third party except as may be necessary to comply with other obligations stated in this Purchase Order requires prior written approval of Impresa Aerospace.

33 Headings and Captions

Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of any provision of this Purchase Order.

34 Waiver

The failure of either party to enforce at any time any of the provisions of this Purchase Order will not be construed to be a continuing waiver of any provisions hereunder, nor will any such failure prejudice the right of such party to take any action in the future to enforce any provisions hereunder.

35 Severability

If any provision of this Purchase Order is held to be illegal, invalid, or unenforceable by applicable law, that provision will be severed from this Purchase Order; the remaining provisions will remain in full force and effect; and a similar legal, valid and enforceable provision will be substituted in lieu of the severed provision.

36 Survival

All provisions of this Purchase Order which by their nature should apply beyond its term will remain in force after any termination or expiration of this Purchase Order

37 Product Safety

All provisions of this Purchase Order which by their nature should apply beyond its term will remain in force after any termination or expiration of this Purchase Order.

38 . * Counterfeit

- 38.1** Electronic Components or any other type of product, where there is a potential for counterfeiting, should only be purchased from the Original Equipment Manufacturer (OEM) or a franchised distributor of OEM in accordance to AS6174 and AS5553.

38.2 The Original Equipment Manufacturer (OEM) or a franchised distributor of the OEM, should provide, with the shipment a certificate of conformance, certifying that the component provided is the part number being procured on the Purchase Order.

38.3 A certificate of Conformance is used to establish traceability to the OEM.

38.4 * BOEING PRODUCT ONLY
Shipping documentation of all shipments directly to Boeing when authorized by Impresa Aerospace, the seller will place the following statement on the shipping documentation, preferred location for the statement is on the shipping document, next to, or following, the Certificate of Conformance (c of c): 'Seller Hereby Acknowledges That The Parts and/or Materials Being Shipped Under This Order Are Intended for use Under Boeing's Federal Aviation Administration (FAA) Issued Production Certificate 700.' The statement may be printed, stamped or attached as a label or sticker to the shipping documentation. It is allowable to replace 'seller' with the company name or 'we'. Impresa aerospace suppliers are obligated to flow down this requirement to its sub-tier supply chain.

38.5 It is not recommended that electronic components or any other type of product, where there is a potential for counterfeiting, be purchased from a broker that is not a franchise distributor. In the even such a purchase should be made, it is the responsibility of the supplier to assure that the proper certifications are available, to provide traceability to the OEM.

39 Ethical Behavior

39.1 The Code of Ethics of the Impresa Aerospace is a code of conduct towards our environment. It relies on honesty, integrity, justice and protection. A conflict of interest arises when personal interests affect or are likely to affect the objectivity of the choices, decisions or acts of an employee or corporate officer of the Impresa Aerospace relative to the interests of Impresa Aerospace. For example, a conflict of interest may arise when an employee or corporate officer or a member of his family hold a personal interest, directly or indirectly, in a vendor, a customer or a competitor of the Impresa Aerospace.

39.2 The acceptance of remunerated duties outside of the Impresa Aerospace must not jeopardize the obligation of loyalty by which each employee or corporate officer is bound towards his employer under his contract of employment. The collective bargaining agreements that are applicable or the contracts of employment may comprise specific restrictions regarding the acceptance of other duties (for instance, exclusivity clauses).

39.3 The acceptance of personal duties outside of the Impresa Aerospace should never induce third parties into thinking that the granting of directorships, consultancies or any other position will enable them to obtain a privileged position in their business relationship with the Impresa Aerospace.

39.4 Any conflict of interest, real or alleged, must be communicated by the employee or the corporate officer to his manager who will decide whether this information



needs to be transmitted to the Impresa Aerospace.

- 39.5** The Business Ethics of the Impresa Aerospace do not accept that employees or corporate officers promise or offer, directly or indirectly, gifts, donations or any other favors to customers or any other partner in order to influence or give the impression to influence a commercial decision.
- 39.6** However, these provisions do not apply to accommodations and/or meals for customers as part of a commercial relationship, and in particular an after-sales relationship, provided that this complies with Impresa Aerospace practices and subject to prior approval of the manager of the employee.
- 39.7** Conversely, the Business Ethics of the Impresa Aerospace do not accept that employees or corporate officers ask for or receive, directly or indirectly, from customers, intermediates or vendors any gift, donations or favors which might compromise their impartiality or their ability to take independent decisions
- 39.8** Also, the Business Ethics of the Impresa Aerospace do not accept that employees or corporate officers promise, offer or receive, directly or indirectly, gifts, donations or any other favors to/from a public officer with the intention that this person undertakes or refrains from undertaking any act falling within its duties.
- 39.9** Also, the Business Ethics of the Impresa Aerospace do not accept that employees or corporate officers promise, offer or receive, directly or indirectly, gifts, donations or any other favors to/from a public officer

with the intention that this person undertakes or refrains from undertaking any act falling within its duties

- 39.10** In addition to the business ethics principles and rules mentioned in the other chapters of this Code (conflict of interest, gifts...), each employee or corporate officer in contact with suppliers must ensure that every supplier is treated equally and in an honest way.
- 39.11** In addition, the Supply Chain strategy of the Impresa Aerospace is to commit to work only with suppliers who accept the values of the Impresa Aerospace.
- 39.12** Any employee who maintains a business relationship with a supplier may not use this relationship for private purposes under terms and conditions different from those generally offered to the public or, in general, on preferential terms as compared with normal market conditions.

40 Right of Entry

- 40.1** Supplier shall provide right of access to Impresa Aerospace, its customers and regulatory authorities to the applicable areas of all facilities at any level of the supply chain, involved in the order and to all applicable records.

41 Flowdown

The flow down as described within this document and purchase orders shall be flown down to any and all subcontractors, and to each sub-tier supplier and through the entire supplier chain for any services or product that affect the product produced for Impresa Aerospace All Sub-tiers must be Impresa Aerospace Approved Suppliers for Impresa Aerospace ASL Supplier or Sub-tier must notify Impresa.

42 Delegation Authority

- 42.1** Supplier delegation when applied is approved by Quality and documented on the approved supplier listing.
- 42.2** In the event that delegation is appointed or required, the control of such process is addressed as part of the purchasing process, at which point, it will require a change in the purchasing procedure to further document the delegation process.
- 42.3** Suppliers that may provide test reports may be given delegation authority to conduct the final inspection to such test reports, on behalf of the organization. Delegation authority has been granted based on the supplier's competencies and type of work and services provided.
- 42.4** Such delegation authority does not alleviate the organization from inspecting the product as it is being received, for verification that the product received is the same as the product ordered.
- 42.5** The organization may elect to conduct validation of the test reports through any 3rd party entity, to confirm the accuracy of the test reports.