



THESE TERMS AND CONDITIONS SHALL BE APPLICABLE TO ALL PURCHASE ORDERS.

1. ACCEPTANCE

By shipping goods specified in Purchase Order (defined below), SUPPLIER accepts the Purchase Order and agrees to be bound by the terms and conditions provided herein.

2. COMMUNICATION WITH PARTS LIFE CUSTOMER

SELLER shall not communicate with PARTS LIFE's customer or higher tier customer in connection with this Contract, except as expressly permitted by PARTS LIFE. This clause does not prohibit SELLER from communicating with the U.S. Government with respect to (1) matters SELLER is required by law or regulation to communicate to the Government, (2) fraud, waste, or abuse communicated to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information, (3) any matter for which this Contract, including a FAR or FAR Supplement clause included in this Contract, provides for direct communication by SELLER to the Government, or (4) any material matter pertaining to payment or utilization.

3. COMPLIANCE WITH LAWS; PERMITS, LICENSES

SELLER shall comply with all applicable federal, state and local laws, rules, regulations and orders ("Laws"), including, but not limited to, the following, as may be amended from time to time: (a) the Service Contract Act of 1965; (b) the Davis-Bacon Act of 1931; (c) the Fair Labor Standards Act of 1938; (d) The Walsh-Healy Public Contracts Act; (e) the Federal Occupational Safety and Health Act of 1970, including the preparation of Material Safety Data Sheets; (f) the Toxic Substances Control Act of 1976; and (g) any other federal law concerning labor relations, non-discrimination in employment, minimum wages, overtime compensation and hours of employment. SELLER shall obtain all permits and licenses required for the performance of the Purchase Order at no additional charge to Buyer. If, as a result of any violation of Laws by SELLER, its employees, agents or subcontractors at any tier: (i) Buyer's contract price or fee is reduced; (ii) Buyer's costs are determined to be unallowable; (iii) any fines, penalties, or interest are assessed on Buyer; or (iv) Buyer incurs any other costs or damages, Buyer may make a reduction of corresponding amounts (in whole or in part) in the price of the Purchase Order or any other contract with SELLER, or demand payment (in whole or in part) of the corresponding amounts. SELLER shall pay such amounts within ten (10) days of such demand.

4. COUNTERFEIT WORK

(a) The following definitions apply to this clause:

"Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.



"Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

(b) SELLER shall not deliver Counterfeit Work or Suspect Counterfeit Work to PARTS LIFE under this Contract.

(c) SELLER shall only purchase products to be delivered or incorporated as Work to PARTS LIFE, directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. SELLER may use another source only if (i) the foregoing sources are unavailable, (ii) SELLER's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) SELLER obtains the advance written approval of PARTS LIFE.

(d) SELLER shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.

(e) SELLER shall immediately notify PARTS LIFE with the pertinent facts if SELLER becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by PARTS LIFE, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. SELLER, at its expense, shall provide reasonable cooperation to PARTS LIFE in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.

(f) This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flow down, or other provision included in this Contract addressing the authenticity of Work.

(g) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation PARTS LIFE's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies PARTS LIFE may have at law, equity or under other provisions of this Contract.

(h) SELLER shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to PARTS LIFE.

5. DEFAULT

(a) PARTS LIFE, by written notice, may terminate this Contract for default, in whole or in part, if SELLER (i) fails to comply with any of the terms of this Contract; (ii) fails to make progress so as to endanger performance of this Contract; (iii) fails to provide adequate assurance of future performance; (iv) files or has filed against it a petition in bankruptcy; or (v) becomes insolvent or suffers a material adverse change in financial condition. SELLER shall have ten (10) days (or such longer period as PARTS LIFE may authorize in writing) to cure any such failure after receipt of notice from PARTS LIFE. Default involving delivery schedule delays, bankruptcy or adverse change in financial condition shall not be subject to the cure provision.



(b) Following a termination for default of this Contract, SELLER shall be compensated only for Work actually delivered and accepted. PARTS LIFE may require SELLER to deliver to PARTS LIFE any supplies and materials, manufacturing materials, and manufacturing drawings that SELLER has specifically produced or acquired for the terminated portion of this Contract. PARTS LIFE and SELLER shall agree on the amount of payment for these other deliverables.

(c) Upon the occurrence and during the continuation of a default, PARTS LIFE may exercise any and all rights and remedies available to it under applicable law and equity, including without limitation, cancellation of this Contract. If after termination for default under this Contract, it is determined that SELLER was not in default, such termination shall be deemed a termination for convenience.

(d) SELLER shall continue all Work not terminated or cancelled.

6. DEFINITIONS

As used in these Terms and Conditions of Purchase, the following terms shall have the following meanings: (a) "Supplies" means raw materials, components, intermediate assemblies, and end products; (b) "Services" means the direct engagement of time and effort with the primary purpose to perform identifiable tasks rather than to furnish end items of supply; (c) "Construction" means construction, alteration, or repair (including excavating and painting) of buildings, structures, or other real property; (d) "Buyer" means PARTS LIFE, Inc. ("PLI") and any of its corporate affiliates or subsidiaries; (e) "SELLER" means any person or legal entity that provides Supplies, Services, or Construction pursuant to a Purchase Order issued by Buyer; (f) "Purchase Order" means an offer by Buyer to SELLER to buy Supplies, Services, or Construction that becomes a binding contract between Buyer and SELLER upon written acceptance of SELLER or upon SELLER initiating performance; (g) "Government" means the United States Federal Government; (h) "Prime Contract" means the contract under which a Purchase Order is issued or any other contract which requires Buyer to procure services for a Customer; (i) "Customer" means a business entity or association, or any other entity or association, including, without limitation, the Government, with whom Buyer enters into a Prime Contract; and (j) "Work" means the provision of Services or Construction as set forth in the Purchase Order.

7. INCONSISTENT PROVISIONS

Acceptance of the Purchase Order to which these Purchase Order Terms and Conditions are attached or referenced (the "Purchase Order") is limited to the terms hereof, expressed or implied, and any additional or different terms or conditions in any written acceptance are proposals which do not become a part hereof unless PARTS LIFE, ("Buyer") consents thereto in writing. Any different or additional terms contained in SUPPLIER's acceptance of the Purchase Order are hereby objected to and are superseded in their entirety by these Purchase Order Terms and Conditions.

8. INDEPENDENT CONTRACTOR

SELLER is an independent contractor in all its operations and activities hereunder. The employees used by SELLER to perform the Purchase Order shall be SELLER's employees exclusively without any relation whatsoever to Buyer.

9. INFORMATION ASSURANCE



(a) Information provided by PARTS LIFE to SELLER remains the property of PARTS LIFE. SELLER shall comply with the terms of any proprietary information agreement with PARTS LIFE and comply with all proprietary information markings and restrictive legends applied by PARTS LIFE to anything provided hereunder to SELLER. SELLER shall not use any PARTS LIFE provided information for any purpose except to perform this Contract and shall not disclose such information to third parties without the prior written consent of PARTS LIFE. SELLER shall maintain data protection processes and systems sufficient to adequately protect PARTS LIFE provided information and comply with any law or regulation applicable to such information.

(b) If SELLER becomes aware of any compromise of information used in the performance of this Contract or provided by PARTS LIFE to SELLER, its officers, employees, agents, suppliers, or subcontractors (an "Incident"), SELLER shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including notification within seventy-two (72) hours to PARTS LIFE after learning of the Incident. As used in this clause, "compromise" means that information has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Work. SELLER shall provide reasonable cooperation to PARTS LIFE in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by SELLER.

(c) Any PARTS LIFE provided information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted (i) if transmitted via the Internet, or (ii) during electronic storage if potentially accessible by the Internet or otherwise by non-authorized users.

(d) The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.

(e) DFARS 252.204-7012 applies to covered defense information if said clause is included in this Contract.

10. INSPECTION AND ACCEPTANCE

(a) PARTS LIFE and its customer may inspect all Work at reasonable times and places, including, when practicable, during manufacture and before shipment. SELLER shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge.

(b) No such inspection shall relieve SELLER of its obligations to furnish and warrant all Work in accordance with the requirements of this Contract. PARTS LIFE's final inspection and acceptance shall be at destination.

(c) If SELLER delivers non-conforming Work, PARTS LIFE may, in addition to any other remedies available at law or at equity: (i) accept all or part of such Work at an equitable price reduction; or (ii) reject such Work; or (iii) require SELLER, at SELLER's cost, to make all repairs, modifications, or replacements at the direction of PARTS LIFE necessary to enable such Work to comply in all respects with Contract requirements.

(d) SELLER shall not re-tender rejected Work without disclosing the corrective action taken.

11. INSURANCE

(a) SELLER and its subcontractors shall maintain for the performance of this Contract the following insurances: (1) Workers' compensation insurance meeting the statutory requirements where Work will be performed; (2)



Employer's liability (EL) in the amount of \$1 million per each accident or per each employee for disease; (3) Commercial general liability (CGL) including Products Liability and Completed Operations liability in the amount of \$1 million per occurrence and \$2 million in the aggregate annually, or in such higher amounts as PARTS LIFE may require; (4) Automobile liability (AL) insurance covering third party bodily injury and property damage with a minimum of \$1 million per occurrence limit, or in such higher amounts as PARTS LIFE may require; and (5) Such other insurance as PARTS LIFE may require.

(b) SELLER shall provide PARTS LIFE thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance, provided however such notice shall not relieve SELLER of its obligations to maintain the required insurance. SELLER shall have its' insurers name PARTS LIFE as an additional insured on the CGL and AL policies for the duration of this Contract. If requested, SELLER shall provide a "Certificate of Insurance" evidencing SELLER's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of PARTS LIFE and is not contributory with any insurance which PARTS LIFE may carry. "Subcontractor" as used in this clause shall include SELLER's subcontractors at any tier. SELLER's obligations herein for procuring and maintaining insurance coverage are freestanding and are not affected by any other language in this Contract.

12. INTELLECTUAL PROPERTY

(a) SELLER warrants that the Work performed or delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefor, SELLER shall defend, indemnify, and hold harmless PARTS LIFE, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.

(b) SELLER's obligations under paragraph (a) above shall not apply to the extent FAR 52.227-1 "Authorization and Consent" applies to PARTS LIFE's Prime Contract for infringement of a U.S. patent and PARTS LIFE and its customers are not subject to any actions for claims, damages, losses, costs, and expenses, including reasonable attorney's fees by a third party.

(c) In addition to the Government's rights in data and inventions SELLER agrees that PARTS LIFE, in the performance of its prime or higher tier contract obligations (including obligations of follow-on contracts or contracts for subsequent phases of the same program), shall have an unlimited, irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works, and authorize others to do any, some or all of the foregoing, any and all, inventions, discoveries, improvements, maskworks and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this Contract.

(d) The tangible medium storing copies of all reports, memoranda or other materials in written form including machine readable form, prepared by SELLER and furnished to PARTS LIFE pursuant to this Contract shall become the sole property of PARTS LIFE.



(e) No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties under this clause.

13. NEW MATERIALS

The Work to be delivered hereunder shall consist of new materials, as defined in FAR 52.211-5, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety.

14. PACKING AND SHIPMENT

(a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.

(b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the PARTS LIFE Purchase Order number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include Purchase Order number.

(c) Unless otherwise specified, delivery shall be FOB Destination.

15. PAYMENT TERMS; INVOICES; SETOFF; TAXES

Unless otherwise specified in the Purchase Order, terms of payment shall be net thirty (30) days from the latest of the following: (a) Buyer's receipt of SELLER's invoice; or (b) delivery of Supplies or performance of the Work to the satisfaction of Buyer and the Customer. An itemized invoice shall be submitted by SELLER to the address shown on the face of the Purchase Order to the attention of: "Accounts Payable Department." The invoice shall contain the Purchase Order number, a description of the Supplies furnished, or Work performed, and the unit prices, quantities, and total contract price relating thereto. Payment of invoices may be delayed pending the correction of omissions or errors in the Work performed or Supplies delivered. Buyer shall have the right at all times to set off any amount due or payable to SELLER against any claim or charge Buyer or its Customer may have against SELLER. Any amounts paid by Buyer that the SELLER is obligated to pay pursuant to these Terms and Conditions of Purchase or the Purchase Order will be promptly reimbursed to Buyer by SELLER together with (i) attorney's fees, if any, and (ii) annual interest at 15%, if allowed by law, otherwise at the highest rate allowed by law. If not reimbursed, Buyer may deduct such amount (with attorney's fees and interest as above provided) from any amounts then or thereafter due SELLER. Unless otherwise specified in the Purchase Order, prices and rates shall include all applicable federal, state and local taxes, duties, tariffs and similar or dissimilar fees imposed by any governmental entity, all of which shall be listed separately on SELLER's invoice.

16. PURCHASE PRICE

The purchase price(s) specified in the Purchase Order ("Purchase Price") shall not be subject to change without the prior written approval of Buyer. If no purchase price is specified herein, it is agreed that the Purchase Price will be the lowest purchase price for like goods of like quality charged by SUPPLIER from the date hereof until the date of delivery and in no event will the Purchase Price be higher than last previously quoted or charged to Buyer.

17. QUALITY CONTROL SYSTEM



(a) SELLER shall provide and maintain a quality control system to an industry recognized Quality Standard as designated on PARTS LIFE'S Supplier Evaluation Form.

(b) Records of all quality control inspection work by SELLER shall be kept complete and available to PARTS LIFE and its customers.

18. QUANTITY

The Purchase Order states item quantities required by Buyer. Buyer reserves the right to totally or partially reject any shipment from SUPPLIER that does not contain the exact quantity of items ordered for that shipment.

19. STOP WORK

(a) SELLER shall stop Work for up to ninety (90) days in accordance with any written notice received from PARTS LIFE, or for such longer period of time as the parties may agree and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage.

(b) Within such period, PARTS LIFE shall either terminate in accordance with the provisions of this Contract or continue the Work by written notice to SELLER. In the event of a continuation, an equitable adjustment in accordance with the principles of the "Changes" clause shall be made to the price, delivery schedule, or other provision(s) affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within ten (10) days after date of notice to continue.

20. TIMELY PERFORMANCE

(a) SELLER's timely performance is a critical element of this Contract.

(b) Unless advance shipment has been authorized in writing by PARTS LIFE, PARTS LIFE may store at SELLER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.

(c) SELLER shall provide PARTS LIFE status of performance of this Contract when requested. In addition, if SELLER becomes aware of an impending labor dispute involving SELLER or any lower tier subcontractor, or any other difficulty in performing the Work, SELLER shall timely notify PARTS LIFE, in writing, giving pertinent details. These notifications shall not change any delivery schedule.

(d) In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of SELLER's normal flow time unless there has been prior written consent by PARTS LIFE.

21. AS9100 SUPPLIER FLOW DOWN REQUIREMENTS

The SUPPLIER requirements below apply to all SUPPLIERS and sub-tier SUPPLIERS to PARTS LIFE, INC. providing raw materials, finished products, or other services. Acceptance of a Purchase Order from PARTS LIFE binds the SUPPLIER to the Terms and Conditions listed in the Purchase Order and the requirements listed in this document. The SUPPLIER is not authorized to outsource any portion of the Purchase Order requirements unless specifically authorized by PARTS LIFE and must flow down these requirements to any sub-tier SUPPLIERS. Note that these requirements correspond with the requirements of PARTS LIFE, INC.'s customers and with the



requirements of AS9100 Rev. D, Clause 8.4.3.

- (a) the processes, products, and services to be provided including the identification of relevant technical data (e.g., specifications, drawings, process requirements, work instructions):
 - a. Refer to PARTS LIFE's Purchase Order for this information.
- (b) the approval of: products and services; methods, processes, and equipment; the release of products and services:
 - b. Each shipment must be accompanied by one legible copy of a certificate of analysis (C of A) or certificate of Compliance (C of C). Material certifications shall show quantitative analysis of each element and physical testing as required by specifications referenced. Traceability for Raw Material is required and shall be retained and provided to PARTS LIFE with product. Final acceptance of product will be at PARTS LIFE after receiving inspection.
- (c) competence, including any required qualification of persons;
 - c. SUPPLIER shall ensure that employees and people working on its behalf are competent and trained in accordance with the requirements of AS9100, where applicable.
- (d) the SUPPLIER's interactions with PARTS LIFE:
 - d. In addition to the other requirements recorded within this document, SUPPLIER shall hold all information received from PARTS LIFE in confidence and no third-party request for information will be authorized unless approved, in writing, by PARTS LIFE.
- (e) control and monitoring of SUPPLIER's performance to be applied by PARTS LIFE:
 - e. PARTS LIFE will score SUPPLIER based on Quality of Product, On Time Delivery, and/or Quality of Service. SUPPLIERS will be issued corrective actions as warranted. SUPPLIER late shipments and corrective actions will be reviewed at Management review meetings for increased action at Management's discretion. SUPPLIERS that fail to perform in these areas may receive further Corrective Actions and may be considered for probation or removal from PARTS LIFE's Approved Supplier List.
- (f) verification or validation activities that PARTS LIFE, or its customer, intends to perform at SUPPLIER's premises:
 - f. PARTS LIFE and its customers reserve the right to perform verification and/or validation activities at the SUPPLIER's premises.
- (g) design and development control:
 - g. SUPPLIERS shall not change the design or development of PARTS LIFE's supplied specifications, drawings, process requirements, work instructions specified on PARTS LIFE's Purchase Order unless approved, in writing, by PARTS LIFE.
- (h) special requirements, critical items, or key characteristics:



- h. As per the requirements of AS9100, SUPPLIER is responsible for the validation, and periodic revalidation, of the ability to achieve planned results of the processes for production and service provision, where the resulting output cannot be verified by subsequent monitoring or measurement.
- (i) test, inspection, and verification (including production process verification):
 - i. SUPPLIER will maintain a quality/inspection system that will ensure all goods and services conform to contract requirements whether manufactured or processed by SUPPLIER or procured from Sub-Tier SUPPLIERS and that fully complies with the requirements of AS9100.
- (j) the use of statistical techniques for product acceptance and related instructions for acceptance by PARTS LIFE:
 - j. The SUPPLIER will use a sampling plan, consistent with typical industry standards or PARTS LIFE supplied standard, unless otherwise specified or agreed upon in writing by PARTS LIFE.
- (k) the need to:
 - a. implement a quality management system:
 - i. SUPPLIER will maintain a quality system in compliance to recognized Quality Management Systems and/or approved by PARTS LIFE.
 - b. use customer-designated or approved external providers, including process sources (e.g., special processes):
 - i. When required by PARTS LIFE or by PARTS LIFE's customers, SUPPLIERS will use customer-specified sources.
 - c. notify PARTS LIFE of nonconforming processes, products, or services and obtain approval for their disposition:
 - i. PARTS LIFE will not accept SUPPLIER product that does not meet Purchase Order requirements. SUPPLIER product discovered after shipment by the SUPPLIER to be nonconforming to any Purchase Order requirement shall be immediately disclosed to PARTS LIFE upon discovery, including but not limited to quantity shipped, date shipped, and the extent of the nonconformance. SUPPLIERS that receive notification of Nonconforming product shall take appropriate action to contain the nonconforming condition and prevent it from occurring again. The SUPPLIER will be notified if formal Corrective Action is required to be submitted to PARTS LIFE. The response shall be submitted within 1 week of issue or a time frame agreed upon between PARTS LIFE and the SUPPLIER. Errors with paperwork shall be resolved within 24 hours.
 - d. prevent the use of counterfeit parts:
 - i. To prevent the purchase of counterfeit or suspect / unapproved products and to ensure product identification and traceability (and for other reasons), SUPPLIER will institute



PURCHASE ORDER TERMS AND CONDITIONS

controls that include the requirement of Material Certificates, Certificates of Conformity, and/or other supporting documentation as is appropriate. Material and part substitutions are not allowed.

- e. notify PARTS LIFE of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain PARTS LIFE's approval:
 - i. SUPPLIER will notify PARTS LIFE of any change in ownership, management, or location and are subject to re-survey and approval. SUPPLIER will notify PARTS LIFE of any product or process changes or changes in approval status that affect PARTS LIFE product and are subject to re-survey and approval.
 - f. flow down to external providers applicable requirements including customer requirements:
 - i. SUPPLIERS shall flow-down to Sub-Tier SUPPLIERS the applicable requirements as required by the Purchase Order either specifically or by reference.
 - g. provide test specimens for design approval, inspection/verification, investigation, or auditing:
 - i. When requested by PARTS LIFE or its customers, SUPPLIER will provide test specimens for inspection/verification, investigation and/or auditing purposes.
 - h. retain documented information, including retention periods and disposition requirements:
 - i. Unless otherwise specified on the Purchase Order, the latest specification revision in effect at the time the lot of raw material/parts was originally manufactured or processed shall apply. In the event a document has been superseded, the latest revision of the superseding document shall apply. All certifications, test reports, and inspection reports, as well as receiving inspection, in-process inspection, final inspection, and calibration records shall be retained for a minimum of seven years, unless otherwise specified by PARTS LIFE. These records will be made available to PARTS LIFE, PARTS LIFE's customers, or regulatory agency upon request.
- (I) the right of access by PARTS LIFE, PARTS LIFE's customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain:
- I. PARTS LIFE and PARTS LIFE's customers reserve the right to perform an on-site inspection of the SUPPLIER's facility or visit the facility. PARTS LIFE will give reasonable notification to the SUPPLIER prior to the on-site inspection. The on-site inspection may include surveillance of the SUPPLIER's facilities, procedures, production methods, processes, and the SUPPLIER's Quality System. The SUPPLIER shall furnish, at no cost, the necessary data as required by applicable Purchase Orders, specifications, and inspection instructions to facilitate the on-site inspection.
- (m) ensuring that persons are aware of:
- a. their contribution to product or service conformity;
 - b. their contribution to product safety;
 - c. the importance of ethical behavior:



i. SUPPLIER must be committed to the highest standards of ethics and business conduct. SUPPLIER must comply with the law, honor commitments, act in good faith, and be accountable. SUPPLIER must strive to maintain full compliance with all laws and regulations applicable to the operation of the business and customer relationships. SUPPLIER must not offer, promise, authorize, or provide, directly or indirectly, anything of value (including business gifts or courtesies) with the intent or effect of inducing anyone to engage in unfair business practices. SUPPLIER will avoid involvement in activities that may be perceived as a conflict-of-interest. SUPPLIER will respect the legitimate proprietary rights and intellectual property rights of customers and SUPPLIERS and take proper care to protect sensitive information, including confidential, proprietary and personal information. SUPPLIER will support product safety by ensuring robust management of special requirements, critical items and key characteristics. If there are concerns with respect to product safety, SUPPLIER will communicate them to PARTS LIFE. If there is a concern at the SUPPLIER's premises with respect to safety during the manufacture of the product, SUPPLIER will notify its own employees of the concern and whenever possible, mitigate the concern. SUPPLIER will ensure that employees and people working on its behalf are aware of:

- Their contribution to product or service conformity
- Their contribution to product safety
- The importance of ethical behavior.

22. PRIME CONTRACT FLOWDOWN CAUSES FOR PURCHASE ORDERS AND SUBCONTRACTS ISSUED IN RELATION TO FEDERAL CONTRACTS:

If the Purchase Order or Subcontract is placed under a Government Prime Contract or a federally-funded subcontract, the following clauses set forth in the Federal Acquisition Regulation (FAR), the Department of Defense Federal Acquisition Regulation Supplement (DFARS), and the Defense Logistics Acquisition Directive (DLAD) in effect on the date of the Prime Contract or Subcontract, where applicable, are incorporated herein by reference with the same force and effect as if given in full text. The exception is all CAS-related clauses which are effective the date of the Purchase Order or Subcontract. Where necessary to make the context of these clauses applicable to the Purchase Order or Subcontract, unless otherwise indicated, the term "Contractor" shall mean "Seller" or "Subcontractor," the term "contract" shall mean "Purchase Order" or "Subcontract," and the terms "Government," "Contracting Officer," and equivalent phrases shall mean "Buyer" and Buyer's authorized contracting personnel. Seller hereby agrees to flow down the following FAR/DFARS/DLAD clauses, where applicable, to its lower-tier subcontractors. Seller further agrees that when requested by Buyer Seller will update its understanding and agreement with the applicable FAR/DFARS/DLAD clauses or other federally imposed clauses or requirements then applicable to Seller's existing Purchase Order or Subcontract.

PROVISIONS OF THE FEDERAL ACQUISITION REGULATION INCORPORATED BY REFERENCE

The following FAR clauses apply to this Contract:

FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)



FAR 52.211-5 MATERIAL REQUIREMENTS (AUG 2000) (Note 2 applies.)

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (Applies if submission of certified cost or pricing data is required. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (c)(1). "Government" means "PARTS LIFE" in paragraph (d)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011) (Applies if submission of certified cost or pricing data is required for modifications. Notes 2 and 4 apply except the first time "Contracting Officer" appears in paragraph (d)(1). "Government" means "PARTS LIFE" in paragraph (e)(1). Rights and obligations under this clause shall survive completion of the Work and final payment under this Contract.)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010) (Applies if this Contract exceeds the threshold under FAR 15.403 and is not otherwise exempt.)

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) (Applies if this Contract meets the applicability requirements of FAR 15.408(k). Note 5 applies.)

FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010) (Note 2 applies in paragraph (a)(1).)

FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 2010) (Note 2 applies in paragraphs (a)(1) and (b).)

FAR 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) (Note 1 applies except in except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with "the 30th" unless otherwise specified in this Contract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) "six years" is changed to "5 years." The references to government entities in paragraph (d) are unchanged. Does not apply to labor hour contracts. For time and materials contracts, applies on to the material portion of the contract).

FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016) (Note 8 applies.)

FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) (Note 8 applies.)

FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016) (Note 8 applies.)

FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applies if this Contract is for \$150,000 or more. Note 8 applies.)

FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUL 2014) (Applies if this Contract exceeds \$15,000. Note 8 applies.)

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (Applies if this Contract is for \$150,000 or



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FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (JAN 2019) (Applies to all sub-tiers)

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015) (Applies if this Contract exceeds \$3,500 except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item. Note 8 applies.)

FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015) (Applies if this Contract is subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and is to be performed in whole or in part in the United States. "Contracting Officer" means "PARTS LIFE.")

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) (Applies if this Contract involves hazardous material. Notes 2 and 3 apply, except for paragraph (f) where Note 4 applies.)

FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Applies to Work containing covered radioactive material. In the blank insert "30". Notes 1 and 2 apply.)

FAR 52.225-1 BUY AMERICAN ACT -- SUPPLIES (MAY 2014) (Applies if the Work contains other than domestic components. Note 2 applies to the first time "Contracting Officer" is mentioned in paragraph (c).)

FAR 52.225-5 TRADE AGREEMENTS (NOV 2013) (Applies if the Work contains other than U.S. made or designated country end products as specified in the clause.)

FAR 52.225-8 DUTY FREE ENTRY (OCT 2010) (Applies if Work will be imported into the Customs Territory of the United States. Note 2 applies.)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

FAR 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012) (Applies if this is a labor hour or time and materials prime contract. Notes 1 and 2 apply. The third sentence of paragraph (a)(8) is deleted. In paragraph (f) "one year" is changed to "six months," and in paragraph (g)(2) "6 years" is changed to "five years." Paragraphs (c) and (i) are deleted.)

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984) (Applies if Work is performed on a Government installation. Note 2 applies. Note 4 applies to the second time "Government" appears in the clause.)

FAR 52.242-15 STOP-WORK ORDER (AUG 1989) (Notes 1 and 2 apply. Alternate I (APR 1984) applies if this is a cost-reimbursement contract.)

FAR 52.243-2 CHANGES - COST REIMBURSEMENT (AUG 1987) (Notes 1 and 2 apply. Applies if this is a cost-reimbursement contract.)

FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012) (ALT I) (APR 2012) ("Contracting Officer" means "PARTS LIFE" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4) where it includes PARTS LIFE. "Government" is unchanged in the phrases "Government



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property" and "Government furnished property" and where elsewhere used except in paragraph (d)(1) where it means "PARTS LIFE" and except in paragraphs (d)(2) and (g) where the term includes PARTS LIFE. The following is added as paragraph (n) "SELLER shall provide to PARTS LIFE immediate notice if the Government or other customers (i) revokes its assumption of loss under any direct contracts with SELLER, or (ii) makes a determination that SELLER's property management practices are inadequate, and/or present an undue risk, or that SELLER has failed to take corrective action when required."

FAR 52.246-3 INSPECTION OF SUPPLIES - COST REIMBURSEMENT (MAY 2001) (Applies if this is a cost-reimbursement contract. Note 1 applies, except in paragraphs (b), (c), and (d) where Note 3 applies, and in paragraph (k) where the term is unchanged. In paragraph (e), change "60 days" to "120 days", and in paragraph (f) change "6 months" to "12 months".)

FAR 52.246-5 INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984) (Applies if this is a cost-reimbursement contract. Note 3 applies in paragraphs (b) and (c). Note 1 applies in paragraphs (d) and (e).)

FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) (Notes 1 and 2 apply. Substitute "90 days" for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph (j) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes" clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer. Alternate IV (SEP 1996) applies if this is a labor hour or time and materials contract.)

FAR 52.249-14 EXCUSABLE DELAYS (APR 1984) (Note 2 applies except in paragraph (a)(2); Note 1 applies to (c). In (a)(2) delete "either" and "or contractual".)

PROVISIONS OF THE DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS)

The following DFARS clauses apply to this Contract:

DFARS 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) (Note 2 applies.)

DFARS 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM (DEC 2016) (Applies if the Work contains other than domestic components. Applies in lieu of FAR 52.225-1.)

DFARS 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006) (Applies if SELLER is supplying items on the U.S. Munitions list.)

DFARS 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014) (Applies if the Work to be furnished contains specialty metals. Paragraph (d) is deleted.)

DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2016)

DFARS 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)

DFARS 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013) (Applies if this Contract is for (i) parts identified as critical safety items; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system. SELLER shall provide notifications to PARTS LIFE and



the contracting officer identified to SELLER.)

DFARS 252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) (Paragraphs (a) through (e) apply. In paragraph (c)(2) Note 3 applies. In paragraph (c)(6) Note 6 applies.)

DFARS 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (APR 2014) (Applies in lieu of FAR 52.247-64 in all Contracts for ocean transportation of supplies. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraph (f) and (g) shall not apply if this Contract is at or below \$150,000. Notes 1 and 2 apply to paragraph (g).)

DFARS 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000) (Notes 1 and 2 apply.)

23. WARRANTY OF SERVICES AND CONSTRUCTION

SELLER warrants that all Work performed pursuant to a Purchase Order shall be: (i) in accordance with all requirements of the Purchase Order; (ii) free from defects in workmanship; (iii) free from errors and omissions in design or engineering; (iv) conducted in a manner consistent with the level of care and skill ordinarily exercised by professionals performing services of a nature similar to the Work, taking into account standards, state of the art, and Laws existing at the time the Work is performed; and (v) upon passage of title to Buyer, either by incorporation in the construction or upon Buyer's receipt of payment, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances. SELLER shall be deemed to have examined the site of the Work application to the Purchase Order and to have secured full knowledge of all conditions under which the Work is to be performed. The foregoing warranties shall survive inspection, acceptance and payment of and for the Work. SELLER shall, without additional compensation, correct, or revise any errors or deficiencies in the Work that are discovered within twelve months of final completion of the Work. If such deficiencies are not corrected in a timely manner, Buyer may cause the same to be corrected and deducted such corrective action costs incurred from monies otherwise due to SELLER. SELLER shall be liable for any such excess costs and shall reimburse Buyer within 30 days of receipt of invoice. This warranty and corrective action shall be in addition to any warranty or guarantee specified elsewhere in these Terms and Conditions of Purchase or the Purchase Order and shall not limit the application of any other warranty or remedy available under law.

24. TRADE CONTROL COMPLIANCE

The Parties shall comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government and the Government of any country in which the Parties conduct business pursuant to this Contract, including but not limited to the Export Administration Regulations ("EAR") of the U.S. Department of Commerce, the International Traffic in Arms Regulations ("ITAR") of the U.S. Department of State, the U.S. Customs & Border Protection Regulations, the Harmonized Tariff Schedule, and the antiboycott and embargo regulations and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, "Trade Control Laws").

Seller shall control the disclosure of, and access to, controlled items or technical data provided by Buyer related to performance of this Contract in compliance with all applicable Trade Control Laws. Seller shall not transfer (to include transfer to foreign persons employed by or associated with, or under contract to Seller, or Seller's sub-tier suppliers or Seller's non-U.S. subsidiaries) any export controlled item, data or services, without providing advance notice to Buyer and obtaining the requisite export and/or import authority.



Subject to applicable Trade Control Laws, Seller shall provide Buyer with the export control classification of any commodity or technology including software.

Seller represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. A copy of process control documents and other documents reasonably requested by Buyer related to Seller's compliance with applicable Trade Control Laws shall be made available to Buyer upon request.

Seller shall promptly notify Buyer if Seller is, or becomes, listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any Governmental entity.

Seller shall timely inform Buyer of any actual or alleged violations of any applicable Trade Control Laws, including any suits, actions, proceedings, notices, citations, inquiries, or other communications from any government agency concerning any actual or alleged violations, in Seller's performance under this Contract and shall comply with all reasonable requests from Buyer for information regarding any such violations.

Seller shall incorporate into any contracts with its sub-tier suppliers obligations no less restrictive than those set forth in this Article requiring compliance with all applicable Trade Control Laws.

25. ENTIRE AGREEMENT

The Purchase Order, including all documents incorporated therein in full text or by reference, shall constitute the entire agreement and understanding between the parties hereto and shall supersede and replace any and all prior or contemporaneous representations, agreements or understandings of any kind, whether written or oral, relating to the subject matter hereof.