

PROVISION OF THE EEO CLAUSES FOR EXECUTIVE ORDER 11246 SEC 503 OF REHABILITATION ACT OF 1973, 38 USC 2012, 41 CFR 60-1, 41CFR 60-2, 41 CFR 60-250.5, AND 41 CFR 60-741 ARE INCLUDED BY SPECIFIC REFERENCE.

CONDITIONS DELIVERY

Time is the essence of this Order and if delivery is not effected by the time promised, Buyer reserves the right to cancel or to purchase elsewhere and charge Seller with any loss incurred unless otherwise agreed.

INVOICES

Must be rendered in duplicate for each order on date of shipment. If not received promptly, invoice will be returned for re-dating. Invoice and bill of lading, showing full routing, CAR No., etc. shall be mailed at time of shipment

Attach freight bill when freight charges appear on invoice.

PRICES

Goods on this Order must not be billed at higher prices than last quoted or charged without Buyer's authority.

QUANTITIES

Shipments must equal exact amounts ordered unless otherwise agreed.

WARRANTY

Seller warrants all material or services delivered hereunder to be free from defect of material and workmanship and to conform strictly to specifications, drawings or samples specified or furnished. Seller agrees that it shall indemnify Buyer for all damages incurred by Buyer due to Seller's failure to provide material or services that conform strictly to specifications, drawings or samples specified or furnished. Buyer retains all causes of action at law and in equity for defective material or services.

ORDERS

Make no deliveries on verbal orders except from Purchasing Department and in no case except on an assigned Order Number. All matters pertaining to this Order to be carried on with Purchasing Department.

PROCESS CHANGES

Seller must notify Winslow Automatics' Quality Manager prior to making any significant process changes, including moving of facilities to new locations, that may affect the quality of parts or services provide. Material substitution, unless received in writing by the Buyer, is not allowed.

QUALITY/INSPECTION

Unless agreed upon by Buyer's Quality, Seller must have a written Quality System certified to the latest revisions of AS9100, ISO9001, or AC7004. All material, workmanship or services entering into the performance of this Order shall be subject to Buyer's (and Government when necessary) technical inspection and test at all times before, during or after manufacture - Final inspection and acceptance shall be on Buyer's premises unless otherwise specified. Signed Certificate of Conformance (COC) is required and shall contain as a minimum of the following: Criteria (special processes), statement of conformance to PO requirements, and batch/lot number of materials used with expiration date (if shelf life controlled). Buyer shall have the right to reject or, in its discretion, to require the correction or replacement of material, workmanship or services which are defective. Purchaser shall have the right to conduct reviews and evaluation. Purchaser, its Customers, or Regulatory Agency shall have a right of access to Seller facilities to ensure compliance with all PO terms and Specification requirements. If the Seller sub-contracts any portion of this order, the Seller shall flow down to their supplier(s) at minimum: Buyer's customer requirements, right of access to Buyer, record retention requirements, non-conforming material requirements.

RECORD RETENTION

Seller must adequately protect and maintain all records pertaining to the following: 40 years for Flight Safety, Safety Parts, Flight Critical Parts, ESA parts, Frozen Process Parts, 30 years Manned Space Program Hardware and a minimum of 10 years for all other parts. Records must be available to Buyer within 5 working days. Seller shall notify, in writing, for permission, prior to the destruction of records beyond the retention period stated,

REJECTS/NONCONFORMANCES

All rejected goods will be held at Seller's risk and expenses subject to Seller's prompt advise as to disposition. Seller is not allowed to disposition non-conforming parts due to manufacturing or processing issues at the Seller's facility. Disposition of nonconforming material is the Buyer's and Buyer's Customer right only. Seller must notify the Buyer within 24 hours if a nonconformance is found after shipment to the Buyer. Unless otherwise arranged, all rejected goods will be returned and charged back including all transportation and handling costs. If Seller is performing work on parts supplied by Buyer, Seller assumes liability for repair of any goods or for replacement cost of any goods that are destroyed or rendered unrepairable by the actions of the Seller. For the purpose of this section, replacement cost shall be the sales price of the goods, as evidenced by a valid customer purchase order, less profit, less the costs of any operations not yet performed on the goods. This provision is cumulative with all of Buyer's other rights under this contract. Taking action under this provision will not in anyway limit the Buyer's other rights to seek remuneration for defective or rejected goods.

TOOLS

It is mutually agreed that all tools, dies, molds, hobs, patterns, drawings, and/or any equipment furnished to the Seller by the Purchaser, or specifically or indirectly paid for by the Purchaser, shall be the property of and for the sole use of the Purchaser, shall be maintained to produce merchandise in accordance with the Purchaser's specifications, shall be held and insured by the Seller while in his custody or control in an amount equal to the replacement cost thereof with loss payable to the Purchaser and shall be subject to removal at any time upon demand by the Purchaser without additional charge.

FAIR LABOR PRACTICES

The Seller certifies that he complies with the "Fair Labor Standards Act, 1938," as amended, and all of the regulations and orders promulgated thereunder. Should the Purchaser receive credible evidence that the Seller has not done so the Purchaser may cancel this order, refuse to take delivery under same, may return the goods delivered hereunder and obtain reimbursement thereof.

COMPLIANCE WITH LAWS

In the performance of this order, the Seller agrees to comply at all times with the applicable State, Federal and Local laws, rules and regulations. This includes specifically the following:

- (a) Renegotiation (ASPR 7-04.10)
- (b) Anti-Kickback Act of 1986 (41 U.S. Code 51-58)
- (c) Toxic Substances Control Act (Public Law 94-469)
- (d) Price Revision Article (IV-APR 7-152-3)
- (e) AEA – Atomic Energy Act
- (f) EAR – Export Administration Regulations
- (g) ITAR – 22CFR 120-130
- (h) Counterfeit/Nonconforming items FAR 52.246-26
- (i) Termination of Convenience of the Government (CPDIR41-FY1950)
- (j) Occupational Safety and Health Act of 1970 (Public Law 91-596) as amended, and all regulations and orders promulgated thereunder.
- (k) ECI/OUO – Export Controlled Information/Official Use Only. Visit the link on www.winslowautomatics.com for definitions and requirements

REQUIRED DISCLOSURES

Seller shall disclose prior to order acceptance any product or content of the product or service that violates or should be disclosed in accord with Section 1502 of the Dodd – Frank Act or the provisions of the REACH regulation of the European Union.

NON-SEGREGATED FACILITIES

The Seller certifies to Buyer that it does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and Seller does not and will not permit their employees to perform their services at any location under the Seller's control where segregated facilities are maintained.

ACCEPTANCE

Acceptance of this order by the furnishing of any goods or the commencement of any service called for hereunder, without formal acceptance, shall constitute an acceptance of these terms and conditions.

THIS ORDER

May be cancelled by Buyer without liability in the event of a petition in bankruptcy being filed by or against Seller or in an event of the appointment of any receiver. If under suspension or debarment, or proposed for same, Supplier/Sub-Contractor shall notify Purchaser promptly. Failure to do so shall render Purchaser harmless against subsequent loss or damaged and shall result in indemnification by Supplier/Sub-Contractor against loss or damage.

MISCELLANEOUS

Consign rail freight shipments to New Britain, CT, Consign truck, express, and parcel post shipments to: 23 St. Clair Ave., New Britain, CT. No shipments accepted for delivery on Saturday, Sunday or holiday.