



STANDARD PURCHASING TERMS AND CONDITIONS

Rotating Composite Technologies, LLC (“Buyer”) and the seller (“Seller”) of good and services (“work”) described in a purchase order issued by Buyer have agreed that the following terms and conditions shall apply to the purchase order:

1. ORDER ACCEPTANCE

Seller’s acknowledgement, acceptance of payment, or commencement of performance shall constitute Seller’s acceptance of the purchase order. Unless expressly accepted in writing by Buyer, additional or differing terms or conditions proposed by Seller are rejected by Buyer and shall have no effect. Seller must furnish a signed copy of Buyer’s purchase order within 5 business days of receipt.

2. DELIVERY

Seller shall deliver the work by the delivery date noted in the purchase order. Time is of the essence in Seller’s performance of the purchase order. Shipment shall be to the location directed by Buyer. Title and risk of loss to goods shall pass to Buyer upon receipt of the goods at the location directed by Buyer.

3. PAYMENT TERMS

3.1

Unless otherwise agreed by the parties, payment terms shall be net thirty (30) days from Buyer’s receipt of a proper invoice from Seller. Seller shall not submit an invoice until actual completion of performance of the work that is the subject of the invoice, including delivery as directed in the purchase order. Payment shall be deemed to have been made as of the date of Buyer’s mailing of the payment or electronic funds transfer.

3.2

Unless otherwise specified, Seller’s prices shall include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government, each of which Seller shall list separately on the invoice.



3.3

Each payment shall be subject to reduction to the extent of amounts found by either party to not be properly payable. Buyer shall have the right to set off any amount owing from Seller to Buyer under the purchase order or any other contract between the parties.

4. QUALITY ASSURANCE

4.1

Seller shall provide and maintain a quality control system in compliance with Section 8.4.1 of AS9100D and any other specific quality requirements identified in the purchase order. Seller shall impose the applicable quality requirements on its subcontractors.

4.2

Seller shall only tender goods to Buyer that have passed all testing and inspection requirements and that otherwise conform to all requirements of the purchase order.

4.3

Records of all quality control inspection work by Seller shall be kept complete and available to Buyer and its customers for a period of ten years, or the period of time stated on the purchase order (whichever is greater).

4.4

Buyer and Buyer's customer shall each have the right, at no charge to Buyer or Buyer's customer, to access the sites where the work is performed and to receive Seller data in order to conduct quality audits, perform or witness inspections or tests, assess conformance with Buyer's specifications, assess performance of goods, or assess conformance with any terms of the purchase order.

4.5

Seller agrees to use only experienced, trained and qualified employees in the performance of the work.



4.6

Seller shall provide to Buyer, upon Buyer's request, the identity of its suppliers and/or the location of manufacture or performance of the work identified in the purchase order, including any subcomponents and materials.

5. COUNTERFEIT WORK

5.1

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 is authentic.

5.2

Seller shall not deliver Counterfeit Work or Suspect Counterfeit Work to Buyer under the purchase order.

5.3

Seller shall only purchase products to be delivered or incorporated as work to Buyer 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 Buyer.



5.4

Seller shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in the purchase order.

5.5

Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by Buyer, 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 Buyer or Buyer's customer in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under the purchase order.

5.6

This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, warranty or other provision included in the purchase order addressing the authenticity of work.

5.7

In the event that work delivered under the purchase order constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine work conforming to the requirements of the purchase order. Notwithstanding any other provision in the purchase order, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Buyer's and Buyer's customer'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 Buyer may have at law, equity or under other provisions of the purchase order.

5.8

Seller shall include section 5 of these terms and conditions or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as work to Buyer.



6. WARRANTY

6.1

Seller warrants that all work furnished pursuant to the purchase order shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of the purchase order and be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend for a period of one (1) year. If any nonconforming work is identified within the warranty period, Seller, at Buyer's option, shall promptly repair, replace, or reperform the work. Transportation of replacement work, return of non-conforming work, and reperformance of work shall be at Seller's expense. If repair, or replacement, or reperformance of work is not timely, Buyer may elect to return, reperform, repair, replace, or reprocur the work at Seller's expense. All warranties shall run to Buyer and Buyer's customers.

6.2

Seller warrants that it will perform any services under the purchase order with the degree of high professional skill and sound practices and judgment which is normally exercised by recognized professional firms with respect to services of a similar nature.

6.3

Seller warrants that it is and shall remain free of any obligation or restriction which would interfere or be inconsistent with or present a conflict of interest concerning the work to be furnished by Seller under the purchase order.

7. PROPERTY

7.1

Buyer may provide to Seller property owned by either Buyer or its customer. Such property shall be used only for the performance of the purchase order. Title to such property shall remain in Buyer or its customer. Seller shall be responsible for, and promptly notify Buyer of, any loss or damage to such property



7.2

The Government Property clause of the Federal Acquisition Regulation (FAR) shall apply in lieu of section 7.1 with respect to property to which the U.S. Government has title.

7.3

If items are bailed to Seller or progress payments made, Seller grants Buyer a security interest in goods, equipment, machinery, contract rights, inventory, and raw materials, whether now existing or hereafter arising, provided by Buyer and/or purchased or used by Seller to perform the purchase order. Seller agrees to execute and deliver all documents requested by Buyer to protect and maintain Buyer's security interest.

7.4

Seller shall maintain any tooling or fixturing in support of a specific purchase order. Under no circumstances shall the Seller scrap, destroy, reuse, or otherwise alter the tooling or fixturing without express written consent from RCT.

8. CHANGES

No changes, modifications, waiver or interpretation of any of the provisions of the purchase order shall be binding upon either party unless in writing and signed by an authorized representative of the party intended to be bound thereby.

9. TERMINATION

9.1

If Seller for any reason anticipates failure to meet the delivery date or any other requirements of the purchase order, Seller shall promptly notify Buyer in writing, and, upon request, provide Buyer adequate assurance of performance. If Seller fails to perform any obligation under the purchase order, fails to make progress so as to endanger timely performance, or becomes insolvent or becomes the subject of a bankruptcy petition, Buyer may, by written notice, terminate the purchase order or portion thereof for default without any liability or obligation to the Seller for the portion terminated. Seller shall be liable to Buyer for any and all expenses, costs or damages, including procurement costs, requalification costs, and any other nonrecurring costs arising out of the Seller's failure to perform.



9.2

Buyer may terminate all or any part of the purchase order for convenience at any time after notice to Seller. Upon receipt of notice of termination, Seller shall immediately stop work as directed in the notice, place no further subcontracts or orders in furtherance of the terminated work, and terminate all subcontracts related to the terminated work. Seller shall submit a final termination settlement proposal to Buyer within 60 days from the effective date of termination. The termination proposal shall be subject to review and audit by the Buyer and negotiation of the parties. In no event shall Buyer be liable for lost or anticipated profits, unabsorbed indirect costs or overhead, or for any amount in excess of the price listed in the purchase order for the terminated work. In the event that Buyer erroneously terminates the purchase order in whole or in part for default, such termination shall be treated by the parties as a termination for convenience subject to section 9.2 of these terms and conditions.

10. INSURANCE

10.1

Seller and its subcontractors shall maintain throughout the performance of the work 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 Buyer 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 Buyer may require; and
5. Such other insurance as Buyer may require.



10.2

Seller shall provide Buyer 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 Buyer as an additional insured on the CGL and AL policies for the duration of the purchase order. 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 Buyer and is not contributory with any insurance which Buyer 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 the purchase order.

11. REMEDIES AND INDEMNIFICATION

11.1

Seller shall be liable for any costs, expenses and damages incurred by Buyer related to or arising from Seller's acts or omissions in the performance of the purchase order. The rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity.

11.2

Seller shall defend, indemnify, and hold harmless Buyer, Buyer's customers, insurers, affiliates and their officers, directors, employees, and agents 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 from any act or omission of Seller, its officers, employees, agents, suppliers, consultants or subcontractors at any tier, in the performance of the purchase order.



12. INTELLECTUAL PROPERTY

12.1

Intellectual property developed by Seller when performing work under the purchase order is considered and referred to in these terms and conditions as Foreground Intellectual Property. All other intellectual property shall be considered and referred to in these terms and conditions as Background Intellectual Property.

12.2

Seller grants to Buyer a non-exclusive, perpetual, irrevocable, fully paid-up, worldwide license to use, copy and make derivative works of Seller's Background Intellectual Property and to disclose Seller's Background Intellectual Property to Buyer's customers, partners, affiliates and contractors in connection with the sale, test, qualification, adaptation, modification, servicing, or repair of work performed under the purchase order, including where such work is incorporated into a higher tier assembly.

12.3

Nothing in these terms and conditions shall entitle a party to ownership rights in any Background Intellectual Property of the other party.

12.4

Buyer shall own all Foreground Intellectual Property along with any intellectual property rights thereto. As part of performance of the purchase order, Seller shall deliver all Foreground Intellectual Property to Buyer. Seller irrevocably assigns and agrees to assign all right, title and interest in Foreground Intellectual Property. Seller agrees to take reasonably necessary actions to enable Buyer to secure and perfect all rights in Foreground Intellectual Property.

12.5

Seller will obtain from its employees and subcontractors, for the benefit of Buyer and at Seller's sole expense, all intellectual property rights in Foreground Intellectual Property, including the execution of all patent applications, assignments, and other instruments necessary for Buyer to secure and vest title in Foreground Intellectual Property.



12.6

All Foreground Intellectual Property that is considered “Work Made for Hire” as defined in 17 U.S.C. § 101 shall be deemed a “work made for hire” under the purchase order, with all right, title and interest in such Foreground Intellectual Property vesting with Buyer.

12.7

The terms of section 12 of these terms and conditions shall supersede any use restrictions stated in any proprietary information agreement between the parties.

12.8

Seller warrants that the work performed or delivered under the purchase order will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country, or otherwise impose any limitation or condition on the Buyer’s use, reproduction, modification, distribution or conveyance of the work. Seller shall defend, indemnify, and hold harmless Buyer, 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 the purchase order infringes or otherwise violates the intellectual property rights of any person or entity or imposes any limitation or condition on the Buyer’s use, reproduction, modification, distribution or conveyance of the work.

13. PROTECTION OF INFORMATION

13.1

Seller shall not reproduce or disclose any information, knowledge or data of Buyer that Seller may receive from Buyer or have access to, without Buyer’s prior written consent. Seller agrees not to use any information, knowledge or data of Buyer for any purpose except to perform the purchase order. Seller agrees to maintain data protection processes and systems sufficient to adequately protect Buyer’s information and comply with any law or regulation applicable to such information.



13.2

If Seller becomes aware of any unauthorized use or disclosure of Buyer's information, Seller shall take appropriate immediate actions to investigate and contain the unauthorized use or disclosure and any associated risks. Seller shall notify Buyer within seventy-two (72) hours of discovery of unauthorized use or disclosure of Buyer's information. Seller shall provide cooperation to Buyer and Buyer's customer in conducting any investigation regarding unauthorized use or disclosure of Buyer's information. Any costs incurred in investigating or remedying unauthorized use or disclosure of Buyer's information shall be the responsibility of Seller. Seller's obligations under section 13.1 and 13.2 of these terms and conditions are in addition to the obligations set forth in any applicable acquisition regulation clause governing information security.

13.3

Buyer's information provided to Seller remains the property of Buyer. Upon Buyer's request, Seller shall return or certify destruction of all Buyer information, including all copies.

13.4

Seller shall not provide any proprietary information to Buyer without prior execution of a proprietary information agreement by the parties.

13.5

Seller shall not release any information concerning the purchase order or Seller's business relationship with Buyer to any third party without Buyer's prior written consent, except as required by applicable law, rule, injunction or administrative order. Seller shall not use Buyer's name, photographs, logo, trademark or other identifying characteristics without Buyer's prior written approval.

14. COMPLIANCE WITH LAWS

Seller represents and warrants that it shall perform all work required by the purchase order in compliance with applicable international, national, state and local laws, orders, rules, regulations and ordinances. Seller shall procure all licenses and permits and pay all fees and other required charges.



15. CHEMICAL SUBSTANCES

15.1

Seller represents that each chemical substance constituting or contained in work sold or otherwise transferred to Buyer hereunder is, as applicable, on the Toxic Substances Control Act (TSCA) Chemical Substances inventory compiled by the United States the Environmental Protection Agency pursuant to TSCA (15 U.S.C. Sec. 2607(b)) as amended and implemented in 40 CFR Part 710; and is designated as "active" pursuant to the TSCA Inventory Notification Rule (codified by amendments to 40 CFR Part 710 effective August 11, 2017). Seller shall make available to Buyer all Safety Data Sheets for any material provided to Buyer, or brought or delivered to Buyer or its customer's premises in the performance of the purchase order, as required by applicable law such as the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder.

15.2

Work delivered by Seller under the purchase order may be incorporated into deliverable goods for use in the European Economic Area (EEA) and subject to the European Union Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH); the Classification, Labeling and Packaging Regulation (EC) No. 1272/2008 (CLP); and the Biocidal Products Regulation (EU) 528/2012 (BPR).

15.3

Seller represents and warrants that the work and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with REACH, CLP, and BPR, and that no current requirement in REACH, CLP, or BPR prevents the sale or transport of Seller's work or substances in Seller's work in the EEA, and that all such work and substances have been preregistered, registered, reported, approved, and/or authorized as and to the extent required by REACH, CLP, and BPR.



15.4

Seller shall timely respond to any request from Buyer with all relevant information on the work so that the intents of REACH, CLP, and BPR are met for communicating with downstream users (e.g., as defined in article 3(13) of REACH [any person established in the EEA using substances in the course of that person's industrial or professional activities; the definition does not include the manufacturer, importer, distributor, or consumer]), and in any case, Seller shall provide all information necessary for Buyer and/or any downstream user to timely and accurately fulfill their obligations under REACH, CLP, and BPR.

15.5

Seller shall bear all costs, charges and expenses related to pre-registration, registration, evaluation, authorization, reporting, and approval under REACH, CLP, and BPR.

16. INTERNATIONAL TRADE COMPLIANCE

16.1

Seller shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 (collectively, "Trade Control Laws").

16.2

Seller shall notify Buyer if any deliverable under the purchase order is restricted by applicable Trade Control Laws. Before providing Buyer any item or data controlled under any of the Trade Control Laws, Seller shall provide in writing to Buyer the export classification of any such item or controlled data (i.e. the export classification under the EAR, ITAR, EU List of Dual Use Items and Technology, Wassenaar Arrangement's List of Dual-Use Goods and Technologies or other applicable export control list) and shall notify Buyer in writing of any changes to the export classification information of the item or controlled data. Seller represents that an official authorized to bind the Seller has determined that the Seller or the designer, manufacturer, supplier or other source of the work has properly determined their export classification.



16.3

Seller shall not export, re-export, transfer, disclose or otherwise provide or make accessible Buyer's technical data and/or hardware controlled by Trade Control Laws ("Export Controlled Information") to any persons, or entities not authorized to receive or have access to the data, services and/or hardware, including third country/dual national employees, lower-tier subcontractors and sub-licensees, or modify or divert such export-controlled information to any military application unless Seller receives advance, written authorization from Buyer and verification of any required export authorization is in place. Seller shall not provide a defense service as defined by the Trade Control Laws using any or all of Buyer's technical data and/or hardware. Upon Buyer's request, Seller shall demonstrate to Buyer's, and Buyer's customer's, reasonable satisfaction, Seller's and Seller's lower-tier subcontractors' compliance with this clause and all Trade Control Laws. To the extent Seller's work provided under the purchase order includes packing, labeling, processing, and/or handling exports for Buyer, Seller shall maintain an auditable process that assures accurate packing, labeling, processing, and handling of such exports. Seller shall also promptly notify Buyer if it becomes aware of any failure by Seller or Seller's lower-tier subcontractors to comply with this clause and shall cooperate with Buyer in any investigation of such failure to comply.

16.4

Seller hereby represents that neither Seller nor any parent, subsidiary or affiliate of Seller is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party Lists"). Seller shall immediately notify Buyer if Seller, or any parent, subsidiary or affiliate of Seller becomes listed on any Restricted Party List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or non-U.S. government entity or agency.



16.5

If Seller is engaged in the business of exporting manufacturing (whether exporting or not) or brokering defense articles or furnishing defense services, Seller represents that it is and will continue to be registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

16.6

Where Seller is a party to or signatory under a Technical Assistance Agreement (TAA) or Manufacturing License Agreement (MLA) of the Buyer or Buyer's customer, license exception or license exemption (collectively, "Export Authorization"), Seller shall provide prompt notification to Buyer in the event of (i) changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR or other applicable governmental restrictions, and the initiation or existence of a U.S. Government investigation, that could affect Seller's performance under the purchase order, or (ii) any change by Seller that might require Buyer or Buyer's customer to submit an amendment to an existing Export Authorization or request a new or replacement Export Authorization. Seller shall provide to Buyer all information and documentation as may reasonably be required for Buyer to prepare and submit any required export license applications. Delays on Seller's part to submit the relevant information for export licenses shall not constitute an excusable delay under the purchase order.

16.7

Upon completion of performance of the purchase order, Seller and its lower-tier subcontractors shall as directed by Buyer, return or destroy all export controlled technical data, technology, hardware or other items. Seller shall provide a certificate of destruction for all destroyed items.

16.8

Seller shall include section 16 of these terms and conditions or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or delivered as work to Buyer. Seller shall immediately notify Buyer upon learning that any lower-tier subcontractor with which it engages has become listed on the Restricted Parties List.



16.9

Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under section 16 of these terms and conditions.

17. CODE OF CONDUCT

Seller shall adopt and comply with a code of conduct or policy statement regarding business conduct, ethics, and compliance. Seller shall have management systems, tools and processes to ensure: (i) compliance with applicable laws and contract requirements; (ii) promote awareness and commitment to ethical business practices; (iii) facilitate the timely discovery, investigation, disclosure and corrective actions to address violations of law, contract requirements, or the Seller's code of conduct; and (iv) provide training to its employees on compliance requirements and methods for employees to report ethics and compliance concerns.

18. ASSIGNMENT AND CHANGE IN CONTROL

Any assignment of Seller's rights or delegation of Seller's duties under the purchase order shall be void unless Buyer provides prior written consent. Prior to a potential change of control of Seller, Seller will promptly notify Buyer in writing thereof. If the change in control occurs, Buyer has the right at its discretion to terminate the purchase order.

19. INDEPENDENT CONTRACTOR RELATIONSHIP

Seller's relationship to Buyer shall be that of an independent contractor. The purchase order does not create an agency, partnership or joint venture relationship between Buyer and Seller or either party's personnel. Seller's personnel performing services under the purchase order shall remain employees of Seller and shall not be entitled to any rights, benefits or privileges of Buyer employees.



20. PLACE OF PERFORMANCE

If Seller intends to change the place of performance of work under the purchase order from the place identified in Seller's proposal, Seller shall provide prior written notice to Buyer. Notification of changes to the place of performance from within the United States to a location outside the United States shall be provided by Seller to Buyer at least six months in advance.

21. WORK AT BUYER'S FACILITY

Seller shall ensure that Seller personnel performing work at Buyer's facility comply with Buyer's workplace policies, including facility access policies. Seller personnel shall comply with all of Buyer's safety and security procedures and take all necessary precautions to prevent the occurrence of any injury to person or property while at Buyer's facility. Seller shall ensure that Seller personnel performing work at Buyer's facility do not bring weapons of any kind to the facility, and do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcohol while at Buyer's facility. Seller personnel shall not use Buyer's facility to engage in promotional activities at Buyer's facility or conduct work other than work for Buyer.

22. GOVERNING LAW

All disputes between the Parties shall be governed by the law of the state of Connecticut, notwithstanding its conflict of laws rules. The application of the United Nations Convention on the International Sale of Goods will not apply.

23. SURVIVAL

All rights, duties and obligations which by nature should apply beyond the term of the purchase order will remain in force after the complete performance of the purchase order.

24. NO WAIVER

Any failure or delay in the exercise of rights or remedies under the purchase order will not operate to waive or impair such rights or remedies. Any waiver given will not be construed to provide or require future waivers.



25. INTERPRETATION

The captions and headings used in these terms and conditions have been inserted for the convenience of the parties and shall not define, limit, or enlarge the scope of meaning of the purchase order or any provision thereof. These terms and conditions shall be construed as if drafted jointly by the parties. No provision in these terms and conditions shall be interpreted for or against any party because that party drafted the provision. If there are inconsistencies or conflicts in the provisions applicable to the purchase order, precedence shall be given in the following order: (i) the face sheet of the purchase order, including price, specifications, drawings, quality requirements, or work statements; (ii) modifications to these terms and conditions that specifically reference the section being modified; (iii) the terms and conditions of the purchase order. If any portion of the purchase order is determined to be contrary to applicable law, the balance of the purchase order shall remain in full force and effect.